

Live Trap Rental Agreement

Name of Renter: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Email: _____
Address where trap will be located: _____

This Live Trap Rental Agreement ("Agreement") is entered into by and between Almost Home Animal Rescue, ("Shelter"), and, "Renter", as listed above, as of _____ (date.)

1. Rental Period: The rental period shall commence on _____ (start date) and terminate on _____ (end date.) Rentals may be renewed in person, by email, or over the phone and must be requested on or before the scheduled return date.

2. Description of Live Traps: The Shelter agrees to rent to the Renter the following live traps, listed below, in good working condition:

- ___ Small Trap (32x10x12)
- ___ Medium Trap (42x15x15)
- ___ Large Trap (58x26x17)

3. Deposit: Renter shall provide a refundable deposit in the amount of the amounts listed below (varies based on trap size and may be adjusted based on cost to replace the trap and present condition) to the Shelter upon execution of this Agreement. The deposit shall be returned to the Renter upon return of the live traps in good condition, normal wear and tear accepted.

- ___ Small Trap (\$60)
- ___ Medium Trap (\$150)
- ___ Large Trap (\$200)

4. Use of Live Traps: Renter agrees to use the live traps solely for the purpose of humane animal capture and release. Renter shall not use the live traps for any illegal or unethical purposes. Traps are for TNR or clinic purposes only.

4a. If used for clinical purposes, the Renter agrees to return the animal to the location he/she was caught. Traps are not to be used to surrender animals.

5. Care and Maintenance: Renter agrees to use the live traps in a careful and proper manner and to maintain them in good condition during the rental period. Renter shall be responsible for any damage to the live traps beyond normal wear and tear.

6. Return of Live Traps: At the expiration of the rental period, Renter shall return the live traps to the Shelter in the same condition as they were at the start of the rental period, normal wear and tear accepted. Returns must be done during regular business hours. In the event that the trap is lost or stolen while in the borrower's possession, said person agrees to forfeit the deposit to cover the purchase price of the trap.

7. Default: In the event of any default by Renter under this Agreement, the Shelter may terminate this Agreement and retain the deposit as liquidated damages.

8. Indemnification: Renter agrees to indemnify and hold harmless the Shelter, its Board of Directors, officers, staff, volunteers, and facilities from any and all claims, damages, losses, or liabilities arising out of Renter's use of the live traps.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Iowa.

10. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

11. Trapping Guidelines: Renter agrees to follow all guidelines outlined in the Trapping Guidelines document. This document is available on the Shelter's website and a copy will be sent with the Renter upon Rental.

12. Individual Use: Renter agrees they will not sublease, rent, sell, or otherwise transfer traps to another party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signature of Shelter Representative

Signature of Renter

Printed Name of Shelter Representative

Printed Name of Renter