**CAROL’S FERALS EQUIPMENT LEASE AGREEMENT**

# This lease agreement is made on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** 20\_\_, between Carol’s Feral ("Lessor"), a Domestic Nonprofit Corporation located at 4600 Knapp NE, Grand Rapids, MI 49525, and the individual(s) below ("Lessee"):

|  |
| --- |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Approximate Number of Cats to Spay/Neuter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Driver’s License number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Due Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## RECITAL

The purpose of this agreement is to provide for the lease of certain equipment, including traps, cages, and carriers for the purpose of trapping feral cats.

## AGREEMENT

In consideration of the mutual acts and promises, the parties agree as follows:

1. **Lease**

Lessor leases to Lessee, and Lessee leases from Lessor, traps, cages, and/or carriers ("Equipment") owned by Lessor.

1. **Term**

The term of this lease depends upon the type of equipment leased. Equipment is due back according to the following schedule: traps – 2 weeks, carriers – 1 week, cages – 4 weeks.

1. **Rental**

The equipment you are borrowing from Lessor is the life blood of Trap, Neuter & Return (TNR). As this is a nonprofit endeavor, Lessor does not charge a rental fee. Unfortunately, keeping equipment beyond the due date impedes others from trapping cats. Each trap costs Lessor $45 - $75, and for every week a cat is not captured with that trap, two other cats are unable to be trapped, neutered, and returned.

1. **Security Deposit.**

Lessor has waived the security deposit. Lessee shall return the equipment in the condition it was in when picked up, ordinary wear and tear excepted.

1. **Insurance**

Lessee agrees to procure and pay the premium for his/her own liability insurance, covering both damage to persons and property incurred during the use of the Equipment, with an insurance company satisfactory to Lessor. The insurance policy shall cover liability for any loss, damage, injury, or other casualty to persons or property caused or occasioned by or arising from any use of the Equipment by or negligence of Lessee or any of Lessee's agents, servants, visitors, licensees, or employees during the lease term.

1. **Responsibility for Care, Use, and Maintenance of Equipment**
	1. Lessee shall maintain the Equipment in good condition and repair.
	2. Lessee agrees that the Equipment will be operated by competent individuals and will be used solely in the conduct of trapping feral cats in the manner suggested by Lessor.
	3. Lessee agrees not to use the Equipment to trap/euthanize or relocate animals without first having them spayed/ neutered by Lessor. Any manner of re-homing a cat should be consulted with by Lessor to ensure proper relocation.
	4. In the event of any loss, theft, or destruction of all or any part of the Equipment, or damage of it beyond repair, Lessee shall notify Lessor promptly and hold the Equipment or any wreckage available for disposal.
	5. Lessee agrees not to permit others to use the Equipment, for hire or otherwise, without first obtaining the written consent of Lessor.
	6. Lessee shall return Equipment within the agreed upon term during Lessor’s hours of 6:00 pm – 7:30 pm Sunday through Wednesday, or by special arrangement.
	7. Lessee shall return all Equipment free of dirt and debris. Lessor shall sanitize according to Lessor’s standards upon return.
	8. Failure to return Equipment constitutes theft, and Lessor shall use any and all available legal remedies to secure return of the Equipment.
2. **Ownership**

The Equipment is, and shall always remain, the sole and exclusive property of Lessor; Lessee shall have no right, title, or interest in it except as expressly set forth in this lease.

1. **Personal Property**

The Equipment is, and shall always remain, personal property and shall not become a fixture or become a part of the real estate upon which it is located.

1. **Assignment; Subletting**

Lessee agrees not to assign, sublease, or transfer the leasehold interest in the Equipment granted under this lease without first receiving the prior written consent of Lessor.

1. **Quiet Enjoyment**

Lessor covenants and agrees with Lessee that if Lessee performs all of the conditions and covenants in this lease, Lessee shall peaceably and quietly hold, possess, and use the Equipment.

1. **Security Interest**

Although the parties specifically intend that the Equipment is being leased only and do not intend to sell or purchase the Equipment now or later, if there is any claim that the lease is a sale, then Lessee grants Lessor a security interest in the Equipment.

1. **Default**

If Lessee

**(1)** violates or fails to perform any of the terms and provisions contained in this lease, or

**(2)** becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment for the benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Lessee, the Equipment, or any of Lessee's other property, or attempts to remove, sell, transfer, encumber, sublet, or part with possession of the Equipment, then Lessor or its agents may, without demand or notice, terminate this lease agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Lessee or any agent of Lessee where the Equipment may be and take possession of the Equipment, and may disconnect and separate the Equipment from any other property using all necessary force permitted by law. Lessee expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession.

1. **Notices**

Any notice specified in this lease shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing.

1. **Severability**

If any provisions of this lease are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

1. **Headings**

The headings contained in this lease are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this lease.

1. **Binding Effect**

This lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, administrators, successors, and assigns.

1. **Governing Law**

This lease agreement shall be subject to and governed by the laws of the state of Michigan, and the party’s consent to jurisdiction of the Michigan courts over this agreement and over the parties in any proceeding to enforce this agreement.

1. **Counterparts**

This lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

1. **Gender and Number**

As used in this lease, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender or neuter shall be applicable to all genders and neuters.

The parties have executed duplicate copies of this lease agreement on\_\_\_\_\_\_, \_\_\_\_\_\_, 20\_\_.

LESSOR: Carol’s Feral

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_