



This agreement is entered into on _____, 2011 between _____ (“you”)
(insert date) (insert your name)
and The American Society for the Prevention of Cruelty to Animals, a New York not-for-profit corporation with offices at 424 East 92nd Street, New York, NY 10128 (“ASPCA”) pursuant to which you will assist the ASPCA in providing spay/neuter surgeries and certain other veterinary medical procedures (“Veterinary Services”) to dogs and/or cats (“animals”) at its clinic located at 70-25 83rd Street, Ridgewood, Queens 11385 (the “ASPCA Spay/Neuter Clinic”). This Agreement supersedes and replaces any prior agreement that you have signed regarding the ASPCA Spay/Neuter Clinic. We thank you for assisting us in providing this valuable service!

1. Types of Animals; Documentation.

- a. You may provide the ASPCA with feral animals that you have secured in a trap, and you may also provide the ASPCA with animals that are owned by you and/or your 501(c)(3) animal welfare organization. Animals that are not feral may be brought in a carrier and not in a trap. In addition, you may provide the ASPCA with animals that are owned by another person so long as the owner has signed a waiver supplied to you by the ASPCA.
- b. The ASPCA must receive the completed admission form and a signed waiver (by you or by the animal’s owner) for each animal before it can provide Veterinary Services to the animal.
- c. For animals that are owned by another person, you must verify that the admission form and the waiver are completed and signed prior to taking possession of the animal. In addition, if the owner is on public assistance, you must also obtain a copy of proof of public assistance such as welfare, Medicaid, Medicare, Supplemental Security Income (SSI), disability, food stamps, TANF (Temporary Assistance for Needy Families) or public housing.
- d. If you are scheduling appointments for twenty (20) or more animals, you may choose to use the transport services offered by the ASPCA or you may choose to bring the animals directly to the ASPCA Spay/Neuter Clinic. If you are scheduling appointments for fewer than twenty (20) animals, you must bring the animals directly to the ASPCA Spay/Neuter

Clinic. Details regarding using the ASPCA transport services and bringing animals directly to the ASPCA Spay/Neuter Clinic are provided in Section 2.

2. Animal Transports by the ASPCA—Appointments for 20 or More Animals Only.

- a. In order to use the transport services offered by the ASPCA, you must schedule a minimum of twenty (20) animals for any single appointment day. You must coordinate the pick-up location and time with the ASPCA (and with the owner of the animal, if you are picking up an owned animal). You may schedule transport appointments by contacting the ASPCA's Client Services Call Center at 877-SPAY-NYC no later than one business day prior to the desired transport day during the following hours

Monday through Friday from 3:00 p.m.–8:00 p.m.
Saturday from 10:00 a.m.–2:00 p.m.
Closed on Sundays

You must provide the ASPCA with the number and species of animals to be transported when scheduling appointments. The ASPCA will accommodate animals based on availability. Accommodations are in the sole discretion of the ASPCA.

- b. You must coordinate the drop off time with the ASPCA (and with the owner of the animal, if you are picking up an owned animal). Unless there is a medical reason not to release an animal, animals will be returned to you at the same location where they were picked up by the ASPCA on the day after they receive Veterinary Services. You may schedule drop-off appointments by contacting ASPCA's client services at 877-SPAY-NYC during the hours listed in Section 2(a) at least one business day prior to the desired transport day. If an animal cannot be released for medical reasons, the animal may be sent to the Bergh Memorial Animal Hospital or to another suitable veterinary clinic or veterinarian for further evaluation and/or treatment.
- c. All animals, and the admission forms and waiver for each animal, must be ready at least 30 minutes prior to the arrival of the ASPCA transport vehicle.
- d. Appointments for transport should be cancelled or changed by calling the ASPCA's Client Services Call Center at 877-SPAY-NYC no later than the day before the appointment during the hours listed in Section 2(a). A cancellation fee of \$5 per cat and \$10 per dog per appointment will be applied to appointments cancelled with the scheduling center less than one business day prior to the appointment. If you want to bring additional animals to be transported by the ASPCA and you have not notified the ASPCA at least one business day in advance, your request may not be accommodated.

3. Bringing Animals Directly to the ASPCA—Appointments for Fewer than 20 Animals

- a. If you are scheduling fewer than twenty (20) animals, you must bring the animals directly to the ASPCA Spay/Neuter Clinic. If you are scheduling appointments for any animals owned by third parties, you are responsible for bringing the animal to, and picking up the

animal from, the ASPCA Spay/Neuter Clinic. The owner may accompany you when you bring the animal to or pick up the animal from the ASPCA Spay/Neuter Clinic, but the ASPCA will work only with you throughout the intake and discharge process and not with the owner.

- b. You may schedule appointments to bring animals directly to the ASPCA Spay/Neuter Clinic by contacting the ASPCA's Client Services Call Center at 877-SPAY-NYC during the hours listed in Section 2(a) at least one business day prior to the day you wish to bring animals to the ASPCA Spay/Neuter Clinic. You must provide the ASPCA with the number and species of animals that you will bring to the ASPCA Spay/Neuter Clinic when scheduling appointments. The ASPCA will accommodate animals based on availability. Accommodations are in the sole discretion of the ASPCA.
- c. The admission form and waiver for each animal brought to the ASPCA Spay/Neuter Clinic must be completed prior to arrival at the ASPCA Spay/Neuter Clinic. Forms are available at the ASPCA Spay/Neuter Clinic and on the transport vehicle. An ASPCA staff member can provide you with a supply of blank forms and waivers for your future use.
- d. Unless there is a medical reason not to release an animal, animals must be picked up the same day that they receive Veterinary Services. If an animal cannot be released for medical reasons, the animal may be sent to the Bergh Memorial Animal Hospital or to another suitable veterinary clinic or veterinarian for further evaluation and/or treatment.
- e. Appointments to bring animals directly to the ASPCA Spay/Neuter Clinic should be cancelled or changed by calling the ASPCA's Client Services Call Center at 877-SPAY-NYC no later than the day before the appointment during the hours listed in Section 2(a). A cancellation fee of \$5 per cat and \$10 per dog per appointment will be applied to appointments cancelled with the scheduling center less than one business day prior to the appointment. If you want to bring additional animals to the ASPCA Spay/Neuter Clinic and you have not notified the ASPCA at least one business day in advance, your request may not be accommodated.

4. Responsibilities of Both Parties.

- a. You must at all times act in the best interests of the welfare of the animals in your care and in your community. If you are deemed by the ASPCA to be jeopardizing the welfare of animals, you will be immediately disqualified from receiving Veterinary Services, at the sole discretion of the ASPCA. Likewise, you must operate within all applicable federal, state and local laws in order to continue to receive Veterinary Services.
- b. The ASPCA represents and warrants that all spay and neuter surgeries shall be performed by a veterinarian who is licensed to practice veterinary medicine in the State of New York.

5. Animals' Suitability for Veterinary Services.

- a. You agree that the ASPCA may deny Veterinary Services to any animal. When screening animals for any condition that would cause the decline of Veterinary Services, you will comply with (i) "General Guidelines for Spay Neuter Services" and (ii) only if you are using the ASPCA transport system, "Screening Candidates For Spay/Neuter Surgery—Guidelines For Transport Animals," which are both attached to this Agreement as Exhibit A.
- b. If the animal is up-to-date on his or her rabies vaccination, you must provide us with a copy of the rabies certificate (if available). If a rabies certificate is not provided, the ASPCA may provide the animal with a rabies vaccine in its sole discretion.

6. Presentation of Animals.

- a. All feral cats, whether being brought through the ASPCA transport system or being brought directly by you to the ASPCA Spay/Neuter Clinic, must be secured in a trap. All other animals being brought for transport must be secured in clean, size-appropriate carriers before you transfer them to the ASPCA. You must ensure that all carrier and/or trap doors are closed securely until the animal is transferred to the ASPCA.
- b. You must ensure that all contents are removed from carriers and/or traps, with the exception of one clean layer of paper or a blanket/towel, prior to transferring the animal to the ASPCA.
- c. You may not present more than one animal in any one carrier or trap.
- d. You must ensure that all carriers and/or traps are labeled with the following information prior to accepting any animal:
 - i. animal's name
 - ii. your first and last name
 - iii. caution signs to notify staff of potentially fractious animals, when appropriate
 - iv. if you elect to have any procedure in addition to spaying/neuter and a rabies vaccination performed on an animal, you must indicate those services by labeling the animal's carrier or trap accordingly. Any animal in a carrier or trap without a label will be spayed/neutered, rabies vaccinated and, if a feral cat, ear-tipped.
 - v. ID number from the "Spay/Neuter Form"

7. Billing.

- a. **For All Animals:** The ASPCA may, in its sole discretion, provide an animal with any of the Veterinary Services attached to this Agreement as Exhibit B at the prices listed. Such

prices are subject to change at any time without notification. Other services may be offered if you request them, in the sole discretion of the ASPCA.

b. For Animals Being Transported to the ASPCA Spay/Neuter Clinic by the ASPCA:

You agree that the ASPCA shall issue an invoice to you for all Veterinary Services provided to animals you bring to the ASPCA. All payments are due within thirty days of the ASPCA's issuance of the invoice. **You are responsible for collecting fees from owners when animals are owned by someone else. If you fail to collect those fees, the ASPCA will not deduct the amount of such fees from the invoice.**

c. For Animals You Bring to the ASPCA Spay/Neuter Clinic on Your Own: You agree to pay for all Veterinary Services by cash or check. Payment is due at the time services are rendered.

8. Feral Cats. This section is applicable only to feral cats.

a. Each feral cat must be secured in a trap.

b. You agree that all feral cats will be ear-tipped and tattooed at the time of surgery.

c. You must successfully complete the Neighborhood Cats workshop or the on-line trap-neuter-return ("TNR") course "Trap-Neuter-Return: How to Manage a Feral Cat Colony" provided by the Humane Society of the United States ("HSUS") prior to registering any feral cat for spay/neuter surgery with the ASPCA. By signing this Agreement, you agree that you will have completed at least one of those courses prior to transporting feral cats.

d. The ASPCA reserves the right to confirm that you are included on the "TNR Certification List" maintained by HSUS, Neighborhood Cats, and/or the New York City Feral Cat Initiative. If your name is not on the TNR Certification List, the ASPCA reserves the right to contact the Feral Cat Initiative, Neighborhood Cats, or HSUS to assist in confirmation. If the ASPCA is not able to confirm that you have been certified as described above, the ASPCA reserves the right to cancel the scheduled appointment.

9. Veterinary Services.

a. All animals brought to the ASPCA, either directly or through the ASPCA transport system, pursuant to this Agreement will be spayed or neutered, tattooed, and vaccinated against rabies (if no proof of a current rabies vaccine is provided and such vaccination is deemed medically appropriate).

b. Absent extraordinary circumstances, if an animal experiences post-operative complications requiring follow-up care as a direct result of Veterinary Services, the

ASPCA will either cover such additional costs directly or reimburse you for out-of-pocket costs you incur to provide that care, subject to the following:

- i. **Transportation costs to and from any follow-up care facility, including one of the ASPCA mobile clinics, are always your responsibility and will not be covered by the ASPCA.**
 - ii. Post-operative expenses will not be reimbursed by the ASPCA unless you have received advance authorization from the ASPCA's Client Services Call Center at 877-SPAY-NYC to incur the additional expense. You must receive advance authorization from the ASPCA Call Center even if you are bringing an animal to the Bergh Memorial Animal Hospital.
 - iii. Should you fail to follow the aftercare protocol provided to you by the ASPCA, the ASPCA will not ordinarily provide reimbursement of any post-operative expenses.
- c. Medication will only be dispensed to you with the explicit authorization of the ASPCA and will be provided solely to animals who have been or are currently being treated by the ASPCA. The dispensation of medication will be in the sole discretion of the ASPCA.

10. Aftercare Protocol. I agree to follow the aftercare protocols provided to me by the ASPCA for each animal receiving Veterinary Services. I understand that it is my responsibility to ensure a safe, clean and appropriate environment for animals to recover from spay/neuter surgery. I acknowledge that the ASPCA reserves the right, at any mutually agreed time, to inspect any area that I have designated for these purposes and to advise of any changes that I must make to ensure the health and safety of recovering animals. I understand that the ASPCA may suspend my use of the ASPCA Spay/Neuter Clinic in the event that I a) fail to make reasonable efforts to permit the ASPCA to inspect recovery premises or b) do not timely remedy any problems that the ASPCA identifies after conducting such a visit.

11. Liability and Indemnification.

- a. The ASPCA shall not be liable to you for any damages in connection with this Agreement.
- b. To the fullest extent permitted by applicable law, you shall indemnify, defend, save and hold harmless the ASPCA, its officers, directors, employees, agents, successors and assigns from and against any and all losses of any nature whatsoever that arise out of the performance of this Agreement by you.

12. Relationship Between the Parties. You and the ASPCA agree that you are not an employee, agent or representative of the ASPCA, and you understand that you are not entitled to any of the benefits available to ASPCA employees (including, but not limited to, health care,

retirement or leave). You will neither represent nor imply that you are working on behalf of the ASPCA, nor that you have any special responsibility or authority that has been given to you by the ASPCA. You may not represent that you are collecting money on behalf of the ASPCA (donations must be delivered directly to an ASPCA staff member, who will accept donations on behalf of the ASPCA). In addition, badmouthing, sabotaging, profanity, verbal abuse, ad hominem attacks and other forms of incivility between rescuers or rescue groups will not be tolerated, including disparagement of the ASPCA, its officers, employees, agents or volunteers.

13. Termination. Either you or the ASPCA may terminate this Agreement upon ten (10) days advance written notice to the other party.

14. Confidentiality. You acknowledge and agree that information about medical or behavioral conditions, or other records, including information about euthanasia decisions for animals brought to the ASPCA Spay/Neuter Clinic; photographs or videos of any animal that is owned by the ASPCA; information about the compensation, qualifications, abilities, or personal information of any ASPCA employee; and information about, or that may be relevant to, any potential or confirmed criminal cases shall be considered the ASPCA's confidential and proprietary information (the "Confidential Information") and shall not be disclosed to any third party without the prior written consent of the ASPCA. You expressly agree that you will not post any Confidential Information/photos/video on any social media or other website (including, but not limited to, sites such as Facebook, YouTube, Twitter, or MySpace). Notwithstanding the foregoing, information about a specific animal's medical conditions or other medical records may be disclosed to adopters of that animal or to the current owner of that animal on an as-needed basis.

Sincerely,

Aimee Christian
Vice President
Spay/Neuter Operations

I HEREBY WARRANT THAT I (A) AM OVER EIGHTEEN (18) YEARS OF AGE, (B) HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO ITS EXECUTION, (C) FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT, (D) REALIZE THIS AGREEMENT IS AN ENFORCEABLE LEGAL DOCUMENT BETWEEN MYSELF AND THE ASPCA, AND (E) VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL.

ACKNOWLEDGED AND AGREED TO BY:

Your Name: _____

Name of Your Organization, If Applicable: _____

Tax ID Number of Your Organization, If Applicable: _____

Your Signature: _____

Date: _____

Address: _____

Email: _____

Phone: _____

EXHIBIT A



General Guidelines For Spay Neuter Services

**What animals will the Spay/Neuter Clinic accept for surgery?
healthy dogs and cats.**

- puppies and kittens who are at least eight weeks old and weigh at least two pounds
- female cats in heat
- pregnant cats and dogs, depending on the health of the animal and term of pregnancy
- female dogs in heat
- male animals with only one testicle
- large dogs (Certain giant breeds may not be accepted)

What animals will the Spay/Neuter Clinic NOT accept for surgery?

- ferrets, rabbits, and all other animals
- female dogs and cats who are nursing puppies and kittens. These animals will be away from their offspring for more than 24 hours. They should be spayed after the puppies or kittens have been weaned or are eating adequately on their own
- unhealthy animals or those with contagious illnesses. Animals should not be coughing or sneezing, and should not have watery eyes, runny noses, mange, and/or ringworm

What patients will Veterinarians decide whether or not to accept them for spay/neuter surgery after they are examined?

- animals over six years of age
- brachycephalic breeds may or may not be undergo surgery. Our veterinarians will make this decision on case by case basis



Screening Candidates For Spay/Neuter Surgery **Guidelines For Transport Animals**

As an important partner in the transport process, you will be the first member of the team to screen the animals that are candidates for transport and surgery each day. It is essential that you visually evaluate each animal that is presented to determine its fitness to participate in the program. Allowing animals that may be ill with an infectious disease onto the transport vehicle will potentially expose all of the other patients to infection. It is also important that each individual animal be strong enough to withstand the stresses of transport and surgery. It is harder for a physically debilitated animal to recover from surgery and the likelihood of complications is greatly increased.

Animals that are to be transported to our stationary spay/neuter facility for surgery must, therefore, be clinically healthy to participate in the program. Although it will be beneficial for these animals to recover overnight in our clinic with late night medical monitoring, it is essential that they begin the process in the best possible medical condition.

- Puppies and kittens must be at least 8 weeks old and weigh at least 2 pounds
- No nasal or ocular discharge
- No coughing or sneezing
- No evidence of vomiting or diarrhea (spoiled hind coat)
- No hair loss or obvious skin lesions
- Normal weight—not extremely thin or obese
- Brachycephalic breeds may or may not be transported. Our Transport Coordinators will base this decision on case by case basis

EXHIBIT B

Services	Animal's category	Cost
Spay/ Neuter, rabies vaccine, tattoo, nail trim	Dog	\$10
Spay/ Neuter, rabies vaccine, tattoo, nail trim, ear tip (if applicable)	Cat	\$5
Revolution for Cats & Kittens	All	\$10 per dose
SNAP FeLV/FIV Combo Test	All	\$25 per test
FVRCP vaccine	All	\$5
DA2PP Vaccine	All	\$10
Frontline for Dogs & Puppies	All	\$10 per dose
Carprofen/ Rimadyl - for post-op analgesia	All	No charge
Metacam - for post-op analgesia	All	No charge
Clavamox Drops	All	\$10 per bottle
Clavamox Tablets	All	\$2 per tablet
Triple Antibiotic Ophthalmic Ointment	All	\$6 per tube
Convenia	All	\$12 per dose
E-collars (cats)	All	\$5 per collar
E-collars (dogs)	All	\$5 per collar
Microchips	All	\$20 per chip
Cardboard Carriers (not offered for transport pets)	All	\$5 per carrier

PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTIFICATION

ADDITIONAL SERVICES WILL BE OFFERED ONLY TO ANIMALS THAT ARE BEING SPAYED OR NEUTERED.

All payments for services rendered will be invoiced to you and will be payable as described in Section 7 of this Agreement.