

# ANIMAL PROTECTION LEAGUE OF SC, INC.

P. O. Box 5354. Columbia, SC 29250 (803)783-2119

## SENIORS FOR SENIORS AGREEMENT FOR CAT/KITTEN

APL (the "Charity/we/us"), a South Carolina non-profit corporation, and the undersigned (the "Senior Parent" or "you"), in consideration of the mutual promises in this Agreement and other good and valuable consideration, intend to be legally bound by this Agreement. You also agree to complete an **Application to Adopt/Foster a Cat/Kitten** and all parts of this form:

Please read and initial each of the following terms of this foster agreement

### The Cat

We are delivering the following described cat/kitten (together, the "Cat") to you under the Seniors for Seniors Program.

<b>NAME:</b>	<b>PRIMARY BREED:</b>	<b>COLORS/FEATURES:</b>	
<b>SEX:</b> <input type="checkbox"/> M <input type="checkbox"/> F	<b>ALTERED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>COMBO TEST RESULTS:</b> <input type="checkbox"/> POS. <input type="checkbox"/> NEG.	
<b>RABIES NO.:</b>	<b>CLINIC:</b>	<b>MICROCHIP NO.:</b>	<b>APL TAG:</b>

### No Representations nor Liability

- You understand that this Cat was previously unwanted or lost and came into our care as a rescued animal.
- You agree that we are making no representations or warranties about the condition, personality or temperament of the Cat and that what we share with you about this Cat's personality and health is our personal interpretation of how we see the Cat while in our care. We cannot guarantee that the Cat will react in the same way while in your care.
- You agree that APL is not liable for any bodily injury or property damage, losses, injuries whatsoever to you or other persons or to your or another person's animals and pets, caused by actions, behavior or health of the Cat, or arising out of the Foster Care, except if such damage, losses, or injuries are caused by our gross negligence or intentional misconduct.

### Care of the Cat

- You agree to provide the Cat with free run of your house, fresh water, and wholesome cat food.
- You agree to keep the Cat inside and will not allow the cat outside under any circumstances while in your care.
- You agree to notify APL if you need food donations for this pet and agree to have someone pick said food up, if possible.
- You agree to call APL immediately if this Cat should become lost and to participate in the search for Cat.
- You agree that you will not entrust this Cat to the care of anyone else; that you will not give away, sell, trade, abandon or dispose of the Cat and that you will be the primary caregiver under this Seniors for Seniors Program.
- You agree to prominently post the "contact information" provided with this contract so that APL can be notified if you should be incapacitated in any way and cannot continue with the care of this Cat.
- You agree to call your APL contact immediately if this Cat becomes ill or injured.
- You agree to transport this Cat to appointments as directed by the shelter manager or his/her representative unless you are unable to do so. In that event, you agree to notify the APL Shelter Manager well in advance of the situation so arrangements can be made.
- You agree to return this Cat to APL if directed to do so by the shelter manager or his/her representative.
- APL agrees to pay all veterinary expenses, if you are unable to do so, provided illness or injury was not caused by your negligence.

### Breach of Agreement; Liquidated Damages

In the event that you do not comply with the terms of this Agreement, or the Cat is abused or neglected, one of our remedies will be to recover the Cat from you upon demand. Promptly after the demand we will come to your residence or meet you at a pre-determined mutual location and you will surrender the Cat to us immediately. If you do not surrender the Cat to us, you will owe us a payment in the amount of **\$1,000** agreed between us as just and reasonable liquidated damages to compensate us for our costs and legal expenses in connection with your breach of this Agreement.

### Entire Agreement; Modification; Binding Effect

This Agreement is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this Agreement. No modifications of this Agreement will be valid unless modifications are made in writing and are duly signed by both you and us. This Agreement is binding upon your and our heirs, assigns, successors, personal representatives and executors.

\_\_\_\_\_  
Signature of Senior parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of APL Representative

\_\_\_\_\_  
Date

<b>Name:</b>		
<b>Residence Address</b>		
<b>Mailing Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Tel (H)</b>	<b>(W)</b>	<b>(C)</b>
<b>E-Mail Address:</b>		

### HOW TO REACH US!

**ANIMAL PROTECTION LEAGUE**  
**(803)783-2119**  
**6080 Old Leesburg Road**  
**Hopkins, SC 29061**  
**www.aplpets@bellsouth.net**