



Live Trap Rental Agreement

Date of Rental: _____

Date of Return: _____

Number of Traps Rented _____

Name of Renter: _____

Home Phone: _____ Cell or Work Phone: _____

Street Address: _____

City or Town: _____ Postal Code: _____

CONDITIONS:

1. The City of Greater Sudbury retains a \$100 deposit at the time of rental and is fully refundable once the trap is returned in good condition.
2. Trap(s) are the property of the City of Greater Sudbury and may only be used within the city limits of Greater Sudbury. Traps may not be loaned by the renter to anyone else.
3. Trap(s) must be returned to the City of Greater Sudbury on or before 4:30 p.m. on the due date noted above unless an extension is granted in writing by the city.
4. Trap(s) must be returned in the condition in which they were rented, subject to "normal wear and tear" during use (i.e. clean and in working condition)
5. Trap(s) can only be placed on the renter's property and must be secured against theft.
6. Trap(s) must be set in a shaded or sheltered area out of public view.
7. Trap(s) must be removed from use during weather conditions that could harm the animal.
8. Trap(s) must be checked frequently to reduce risk of harm to the captured animal.
9. Trap(s) may not be used to capture any owned cats or for any other unlawful act. Traps may only be rented for the purpose of trap/neuter/release of feral cats, for capturing cats in need of

medical treatment, or for capturing homeless cats for the purpose of surrendering them to a local animal shelter.

10. Under By-law 2017-22, domestic cats are permitted to roam provided they have an up-to-date licence, are microchipped and are spayed or neutered. Domestic cats are not required to wear a pet tag. Greater Sudbury By-law Compliance and Enforcement Services will respond to complaints to pick up any animal roaming at large, if the animal is: in distress, injured or ill, causing damage or creating a nuisance or showing signs of being lost. The burden of proof is on the person signing this agreement.
11. Trapped cats must be brought to the Greater Sudbury Animal Shelter, 39 Kari Road, Wahnapiatae, as soon as possible.
12. Greater Sudbury By-law Compliance and Enforcement Services will provide veterinary care for trapped cats that are ill or injured. Dial 3-1-1 if the cat is in obvious distress. The City of Greater Sudbury is not responsible for expenses resulting from veterinary care requested and/or authorized by the person trapping the cat.
13. City of Greater Sudbury By-law Compliance and Enforcement Officers may enter your property at any time during the rental period to ensure the agreement is complied with.
14. The City of Greater Sudbury reserves the right to retrieve traps from anyone in the event of noncompliance with the terms of this agreement or intentional or knowing misuse, loss or damage of any property. The city also reserves the right to refuse future rentals.
15. The City of Greater Sudbury will not release or relocate any wildlife captured in the trap. Animals other than cats inadvertently caught in the trap must be released in a safe and humane fashion.

Instructions for Use of Traps:

Setting the Trap: Using your index fingers, raise both rings to the top of the door. Use your middle finger to flip open and raise the door. With your right hand, set the door on the variable trigger setting. The trap is now ready for bait.

Baiting: Use tuna or strong smelling canned cat food. Bait the trap at the very back, behind the trip plate. Place a small trail of bait leading from the front door of the trap to the bait at the back of the trap. Do not put too much bait in front of the trap or the cat will spend too much time there and may be distracted or scared away before the trap door falls. Do not use any plates or saucers - use the cat food can or place the food on some newspaper.

Make sure the trap is set properly and the back door is locked.

Place trap in a secure area of your yard. Your deposit is non-refundable if trap is lost or stolen.

Never leave traps unattended for long periods of time. Do not set a trap and leave it unattended overnight. Check traps frequently. Cats left unattended in traps are vulnerable to the elements, may be released by someone, or may be injured trying to escape. As soon as the cat is trapped, cover the trap with a large towel or sheet. This calms the cat.

Even pets, when trapped, tend to scratch or bite. Keep cats covered and check them periodically. Don't stick fingers in the trap or allow children or pets near the traps. Feral cats are wild animals that can scratch and bite. Keep a feral cat in the trap and allow staff from Greater Sudbury Animal Shelter to remove it. To release an unwanted catch from the trap, use the rear release door.

Check the cat's ear tips. If the ear has been clipped, this means the cat is feral and has already been trapped and spayed or neutered.

All animal bites are serious! If you are bitten, seek medical attention and do not release the cat. The cat will need to be quarantined. Dial 3-1-1 to leave a message for Greater Sudbury By-law Compliance and Enforcement at 3-1-1. and report the bite or scratch to the Sudbury and District Health Unit at 705-522-9200

By signing this agreement I hereby agree to abide by the conditions and instructions set forth above. I understand that my failure to do so will result in the forfeiture of all or a part of my deposit. I also agree to the following:

1. To indemnify, defend, and hold harmless the City of Greater Sudbury, its agents, officials, and employees against any and all claims, damages, losses and expenses, including legal fees and costs arising out of and from the use of the trap and/or the capturing or failing to release any non-feral pets or owned cats.
2. To comply with all applicable federal, provincial, and local laws and regulations.
3. Release the City from all liability for any and all personal injuries or other claims arising from the use of the trap, including those that are known and unknown, foreseen and unforeseen, future, or contingent.
4. Not to, now or in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the City, its officers, directors, employees, agents, or affiliates concerning, arising out of, or related to the use of the trap.
5. That if a suit or action is brought either directly or indirectly to enforce the terms of this agreement, or as a result of the use of the trap, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, I agree to pay City's attorney fees.

6. To forfeit my deposit if I fail to return the trap by the due date noted above, or if the trap is damaged during my rental period.

By signing below, I acknowledge receipt of the Live Trap(s) listed above.

Signature _____ Date _____

By signing below, I acknowledge that I have received my deposit in exchange for the return of the trap.

Signature _____ Date _____

For Office Use

Location/address of where trapping will take place: _____

FOR OFFICE USE ONLY

Number of Traps _____ Deposit Amount \$ _____

Date Paid _____ Receipt Number _____

Date for Return _____ Deposit Refund ()YES () NO

If deposited is forfeited, explain reason: _____

Amount of Refund: _____ Authorized by: _____

Date of Refund: _____ Check Number: _____