



ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK
 PUBLISHER OF THE HUMANE NEWS
 WWW.AHSCARES.ORG

THIS AGREEMENT, made this _____ day of January, 2015 by and between the **ASSOCIATED HUMANE SOCIETIES, INC.**, a non-profit, charitable organization under State and Federal laws, having principal offices at 124 Evergreen Avenue, Newark, New Jersey, hereinafter referred to as the "Society" and the **TOWNSHIP OF MAPLEWOOD**, a municipal corporation of the State of New Jersey, having principal offices at 574 Valley Street, Maplewood, N.J.07040 hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the Society for animal control for a period beginning the 1st day of January, 2015 and ending on the 31st day of December, 2015

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The Society shall make their Services as an independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard day time business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated below. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, whales, porpoises, feral cat colonies and dead deer are specifically excluded, neither shall the Society trap, rescue, relocate or care for geese unless same is in need of veterinary care. **There will be no charge for bats or for injured deer. Dead animals,**

and injured deer will be picked up for public and private citizens five(5) days a week with no charge.



EXECUTIVE OFFICES ESSEX COUNTY BRANCH
 124 EVERGREEN AVENUE
 NEWARK, NJ 07114-2133
 (973) 824-7080
 FAX: (973) 824-2720
 E-MAIL: CONTACTUS@AHSCARES.ORG

OCEAN COUNTY BRANCH
 HOME OF POPCORN PARK
 HUMANE WAY - PO BOX 43
 FORKED RIVER, NJ 08731-0043
 (609) 693-1900 FAX: (609) 693-6404
 E-MAIL: HUMHWARE@AOL.COM

MONMOUTH COUNTY BRANCH
 2060 SHAFTO ROAD
 TIRTON FALLS, NJ 07753-7608
 (732) 922-0100
 FAX: (732) 922-4032
 E-MAIL: TIRTONFALLSAHS@AOL.COM

Page Two

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defined herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the Society will provide services and assistance, and shall be entitled to be reimbursed for all costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the Society is called to remove any and/or care for that colony, the costs and expenses incurred by the Society will be in addition to the cost for Services and will be the responsibility of the Municipality. **The Society will make available to the municipality the Mobile Spay/Neuter Clinic and stationary medical clinic in Newark for the sole purpose of providing spaying, neutering, vaccines, ear-tipping and micro-chipping. The cost will be \$60.00 (including Rabies vaccine and Microchip) per cat and payment shall be decided between the Municipality and the Caretaker. Micro-chipping is recommended so that cats can be returned to their specific colony.**

2. The Municipality will pay the Humane Society the sum of **\$41,802.25** per year said sum to be prorated on a monthly basis of **\$3,483.52** . Payment for all services, including additional costs and expenses as stated herein , and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence. **If said payment is not received sixty (60) days after presentment, the Society will terminate all animal control services to the Municipality.**

3. It is expressly understood, except as otherwise stated, that the services include all costs and expenses incurred by the Society or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the Society shall respond to any emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by State law and regulation. The Society reserves the right in its sole discretion to determine if the animal requires transportation to an emergency clinic on nights, weekends or

holidays, when our own veterinarians are not available. **If an owner is known to the Municipality, an animal may be sent to a local veterinarian but this is only to be done under the direction of Health Officer, Robert Roe.**

If there is no known owner, the cost and expense incurred by the Society will be the responsibility of the Municipality. If the owner is known, those costs and expenses will be borne by the owner.

Response time to a call will be no more than forty-five (45) minutes.

5. The Society shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. The Society will be paid for the cost and expense of such assistance, which shall be the responsibility of the owner.

6. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on property within the Municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the Society, after the seven (7) day statutory hold period. It is expressly understood, once the Society accepts any animal and takes it into custody, it shall become the property of the Society for the disposition as stated above.

7. Any animal without a current license and /or rabies certificate shall be reported by the Animal Control Officer to the Municipality. Any animal cannot be reclaimed by owner until updated Rabies vaccine and current license is obtained by local health department/town clerk.

8. Any animal that has bitten will be held for observation (the Municipality shall decide if said animal will be held at the Society or quarantined at home with the owner) and if that animal should be deemed a potential danger to humans or other animals.

9. Upon proof of ownership, any person may redeem his/her animal from the Society

upon payment to the Society, the sum of \$95.00 as a fee for retrieving and impounding the animal, Monday through Friday 9:00 a.m. until 6:00 p.m. (standard business hours). There will be a \$125.00 fee for other times and costs for each day that the animal has been impounded, as stated below, up to and including seven (7) days and any other costs or expenses incurred in the care of the animal.

\$4.24 per day as per State Law for the first seven days, unless the ownership of the animal is established prior to the end of seven (7) days and said owner does not redeem the animals. Once the ownership is established, and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership; and if applicable, a current license, as set forth in State statutes. The owner will be charged \$12.84 for each additional day or boarding once the initial seven (7) day period has passed.

10. Any stray dog, cat or any other animal taken into custody of the Society and charged with biting a human being, shall be quarantined for the required quarantine period of ten (10) days. The costs and expenses incurred during this period shall be the responsibility of the owner. **If no known owner, the costs shall be absorbed by the Society.**

11. Transportation of the head of an animal suspected of rabies to the State Department shall be provided by the Society under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of animal or absorbed by the Society if the owner is unknown.

12. The animal control officer shall patrol the Municipality five (5) days a week, canvass for licenses two times a year and apply code enforcement according to local ordinances.

13. The animal control officer shall be an employee of the Society. The Society shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded is damage caused by the animal.

14. Removal of an animal, including wildlife, inside the walls or ceiling of a home, apartment building, garage, roof, etc., "residence", is not covered under this Agreement. The

Page 5

Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during standard business hours and \$125.00 after standard hours; however, if said animal is physically in the resident's living space and poses a threat to the wellbeing of the resident, there will be no charge for removal of the animal.

15. Traps are available from the Society with a deposit of \$65.00 and a fee of \$4.28 per day which will be deducted from the deposit. Dog traps are also available with a deposit of \$150.00 and a fee of \$10.70 per day which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. (See Trap Rental Agreement attached)

16. The Society shall not be responsible for handling deer carcasses; provided however, the Society shall retrieve infirmed and injured deer and orphaned fawns.

17. The Municipality will be charged at an additional charge, a boarding fee of \$18.00 per day, payable monthly, for any animal which, upon the request of the Municipality as a part of a court process or upon order from a court shall impound the animal. The Municipality agrees to expressly seek reimbursement of costs incurred by the Society as any judgment from the owner, in the absence of such, the costs shall be the responsibility of the Municipality.

18. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by Municipality.

19. Except for non-payment, this Agreement contract may be terminated during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested., to the other party, in its sole discretion the terminating party may provide an opportunity to cure.

20. It is expressly agreed that the Society is not obligated to incur any cost, expense or

legal fees as a consequence of the failure of the Municipality to timely and fully remit all payments due hereunder; such costs, expenses, legal fees shall be the sole responsibility of Municipality.

21. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way or employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

ASSOCIATED HUMANE SOCIETIES, INC.

WITNESS:

BY: _____
SCOTT CRAWFORD

THE TOWNSHIP OF MAPLEWOOD

ATTEST:

BY: _____

ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT
PLEASE READ THESE RULES CAREFULLY. FAILING TO ADHERE TO THE RULES STATED HEREIN WILL
FORFEIT YOUR PRIVILEGE TO USE ONE OF OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m., there is nothing in the trap, it must be unset until that night. If something is caught, then you must call the Humane Society between 9:00 a.m. and 10:00a.m.
2. **DO NOT TRAP ON THE WEEKENDS.** There will be no pickups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold or heat in excess of 75 degrees. Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to this area (raccoons, skunks, opossums, etc.) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove a trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to these rules.
6. We ask that when you catch something in a trap, you move it out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until a driver arrives to remove the trap. This will help to keep the animal calm. **Provide food and water.**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children away from trap and keep trapped animal in a quiet place. **Food/water must be provided.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our driver will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m.-5:30 p.m. – Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

ACO SIGNATURE (UPON LEAVING THE TRAP
IN GOOD WORKING CONDITION)

ACO SIGNATURE (UPON RETRIEVING THE
TRAP IN GOOD WORKING CONDITION)

NAME (PLEASE PRINT)

STREET ADDRESS

CITY/STATE/ZIP

SIGNATURE