

THIS AGREEMENT made in duplicate this day of , 2017

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(Hereinafter referred to as "the Town")

-and-

WINDSOR/ESSEX COUNTY HUMANE SOCIETY
(Hereinafter referred to as "the Society")

WITNESSETH:

WHEREAS The Corporation of the Town of Kingsville (the "Town") recognizes that its citizens deliver stray cats to the Windsor/Essex County Humane Society (the "Society") for the purpose of disposition;

AND WHEREAS the Society acknowledges receipt of said cats;

AND WHEREAS the Society has agreed to provide the Town with cat intake services from and after the 1st day of January 2017, up to and including the 31st day of December 2017 for a fee as is hereinafter provided for;

THEREFORE in consideration of the promises and other good and valuable consideration, the parties hereto mutually covenant, promise and agree as follows:

1. That the sum of THIRTY DOLLARS (\$30.00) is the applicable fee to be paid to the Society (Intake Fee) for taking in stray cats from the residents of the Town of Kingsville. The Society understands that no additional fees will be invoiced to the Town from the intake of cats from Town residents; except in the circumstances outlined below in paragraph 6.
2. That the Society shall receive cats from Town residents upon their providing:
 - a. evidence of residing in the Town of Kingsville; and
 - b. payment of one-third (1/3) of the total intake fee, in the amount of TEN DOLLARS (\$10.00) per cat (this fee may be waived in the sole discretion of the Society);
 - c. owner surrendered cats will be accepted from residents of Kingsville for the usual intake fee, with the entire fee paid by the owner;
 - d. feral cats that the finder has been caring for over a long period of time may be entered as owner surrendered cats, however, the fees charged to residents and the Town will be the same as for stray cats. The Town recognizes that the Society discourages residents from bringing in feral or ear tipped cats, and that such cats may be returned to the area they were found after being altered and vaccinated.
3. That the Society shall maintain a record of all stray cats taken in from Kingsville residents; including the name, address and telephone number of the resident delivering the cat(s). The Society shall provide a monthly report to the Clerk for the Town, containing the foregoing information.
4. That the Town, upon receipt of the monthly report, shall submit to the Society the amount of TWENTY DOLLARS (\$20.00) per stray cat, as recorded on the monthly report, and subject to evidence and verification of Town residency.
5. That all cats received from Town residents shall be evaluated in the same manner as is the established practice of the Society. The disposition of cats is to be at the sole and absolute discretion and expense of the Society.
6. In the event that a stray cat received from a Town resident requires quarantining by the Windsor/Essex County Health Unit the cat will be quarantined for a period of ten (10) days at the rate of \$25.00 per day. The quarantine period fee shall be at the expense of the Town. After the quarantine period has passed, the disposition of a quarantined cat shall be at the sole and absolute discretion and expense of the Society.

This agreement shall expire on December 31st, 2017.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWN OF KINGSVILLE

WINDSOR-ESSEX COUNTY HUMANE SOCIETY

Per: _____
Mayor, Nelson Santos

Per: _____
Executive Director, Melanie Coulter

Per: _____
Clerk, Jennifer Astrologo