

**ASPCA® Mobile Spay/Neuter Clinics - Terms of Use Agreement for Rescuers**  
**Revised 09/2010**

**I. Representation**

I, \_\_\_\_\_, working on behalf of \_\_\_\_\_, acknowledge, agree and understand that I must comply with the requirements below when I utilize the services of the ASPCA Mobile Spay/Neuter Clinics (the "Mobile Clinic"). Further, I understand that in the event that I fail to adhere to any of the terms outlined below, the Mobile Clinic will no longer accept animals from me or my organization for spay/neuter or any other Mobile Clinic services.

**II. Scheduling Appointments**

(a) All animals needing spay/neuter services must meet the following criteria:

**1) They are homeless animals only (including feral cats and "junkyard dogs," animals that have been recently adopted out by my organization or will be put up for adoption). None of the animals are owned pets (unless permission is obtained from the Mobile Clinic management staff, in writing, prior to using the clinic).**

2) All animals must be healthy and be at least 8 weeks old, weigh at least two pounds, and be in good body condition, unless approved by ASPCA Mobile Clinic staff.

3) No female dogs can be in heat. All male animals must have both testicles descended.

4) All bowls, dishes, blankets, dirty paper or any other contents must be removed from carriers or traps containing animals, with the exception of one clean layer of paper.

5) All animals must come from within the five boroughs of New York City.

(b) I will take these animals to the Mobile Clinic on a designated "Rescue Day" by appointment only and arrive by 8 am with all animals appropriately housed in a carrier (if animal is handle-able) or a humane trap (if animal is not handle-able) and ready for surgery. I understand that the veterinarian can refuse to perform any procedure on any animal for any reason, in his or her sole discretion.

(c) I will not use the Mobile Clinic on "Public Days" that are designated for pet owners, as indicated on the ASPCA website or on the Clinic phone hotline. **Absolutely no feral cats or other homeless animals will be accepted on the Mobile Clinic on a "Public Day."**

(d) For appointments, I will call (877) SPAY-NYC only.

(e) If I reserve multiple slots on a rescue day for my group or organization, I, along with the designated caretaker, agree to be responsible for all communication with ASPCA staff, including appointment confirmations or cancellations, records, paperwork and any post-operative communications.

(f) In the event that I must cancel my appointment(s), or significantly modify the number of cats that I will be bringing to the Mobile Clinic on a particular day (i.e. I will be bringing more than four additional cats, or more than four fewer cats, than I had initially anticipated bringing), I will notify ASPCA staff by phone, no later than the previous business day, at (877) SPAY-NYC. If I bring more cats than I made appointments for, I understand that I may be accommodated if possible, in the discretion of the ASPCA, but this is not guaranteed. If I will be bringing fewer cats than I had initially anticipated, **I will contact the ASPCA at least 24 hours before my appointment day** at 877-SPAY-NYC. If I do not inform Client Services of this change at least 24 hours before my appointments, I could be turned away.

- (g) ***For feral cats only:*** I understand that my successful completion of the Neighborhood Cats workshop or the HSUS on-line TNR course “Trap-Neuter-Return: How to Manage a Feral Cat Colony” is a mandatory prerequisite to use of the ASPCA Mobile Spay/Neuter Clinic for all TNR groups and individuals.

For rescuers' and cats' safety, all TNR appointment-makers must be confirmed TNR certified. Each rescuer's name will be cross referenced, by ASPCA staff with the TNR Certification list. If a rescuer's name is **not found on the certification list, the Feral Cat Initiative or HSUS will be contacted to assist in confirmation. If ASPCA staff is not able to confirm that a rescuer has been TNR certified**, he or she will not be permitted to make a rescue appointment.

- (h) Attending an appointment day: The appointment maker must be the person to drop off animals on the day of spay/neuter. Picture ID may be requested at intake. If someone other than the appointment maker attempts to drop off animals, those animals will not be admitted for spay/neuter surgery. The appointment maker **may not** send someone on his or her behalf to drop off animals at intake.
- (i) Picking up animals: The appointment maker **may** send an individual on his or her behalf for animal pick up. Appointment makers must, when they make their appointments, notify schedulers of this situation, and provide the name and contact information of the person authorized to pick up the animal(s). The person designated to pick up your animal(s) may also have to show picture ID at the clinic. The appointment maker must be available by phone during discharge. This will allow Mobile Clinic staff to review the terms of the general discharge information and also any special situations, such as if a particular animal requires special care.

**(j) Services to be rendered**

I understand that all animals brought to the Clinic will be spayed/neutered and vaccinated against rabies and all feral cats will be eartipped unless they already have private placement.\*\* These services are provided at no cost, although donations are greatly appreciated. Other services will be offered, by request only, and only in conjunction with the spay/neuter surgery, and at the costs in section IV.

If I elect to have any procedure in addition to spay/neuter and a rabies vaccination performed on an animal, I will indicate those services by labeling the animal's consent form accordingly. Any animal whose consent form is not complete will receive services determined by our medical team.

The ASPCA rents humane traps for TNR purposes only to people who have taken the Neighborhood Cats workshop or HSUS on-line TNR course. If I choose to borrow traps from the ASPCA trap bank, I will do so in understanding and agreeing to the following: Traps must be picked up and returned to 70-39 83<sup>rd</sup> Street Glendale, Queens 11385, Thursday through Saturday from 1-4 pm **by confirmed appointment only**. No walk-ins permitted! Traps may be kept for up to ten (10) days. A fully refundable deposit of \$50 per trap is required, payable by cash or by check. Appointments to pick up or return traps can be made by emailing [cynthiac@aspca.org](mailto:cynthiac@aspca.org)

I understand that the ASPCA Mobile Spay/Neuter Clinics do not provide services beyond those listed below. I understand that I, or my designee, must pick up all animals from the Mobile Clinic, on the same day as the surgery/vaccination, at the time designated by the clinic staff and in accordance with Section II(i), above, I understand that all payment for services rendered is due at pickup.

### Pricing for supplemental mobile clinic services\*

Revolution for Cats & Kittens	\$10 per dose
SNAP FeLV/FIV Combo Test	\$25 per test
FVRCP vaccine (included in public s/n package)	\$5 per vaccine
DA2PP Vaccine (included in public s/n package)	\$10 per vaccine for rescuers
Frontline for Dogs & Puppies	\$10 per dose
Novox (carprofen) - for post-op analgesia	No charge
Rimadyl – for post-op analgesia	No charge
Metacam - for post-op analgesia	No charge
Clavamox Drops	\$10 per bottle
Clavamox Tablets	\$2 per tablet
Triple Antibiotic Ophthalmic Ointment	\$6 per tube
Convenia	\$12 per dose
E-collars (cats)	\$5 per collar
E-collars (dogs)	\$5 per collar
Microchips	\$20 per chip
Cardboard Carriers	\$5 per carrier

\*Prices are subject to change at any time without notification.

### III. Aftercare

(a) Aftercare Protocol: All animal(s) will be discharged with a sheet of take-home instructions. If I notice anything out of the ordinary as the animals recover, I will call 877-SPAY-NYC, which is available 24 hours a day/7 days a week, to triage the issue over the phone. Medically trained ASPCA staff answering the phone will advise me on home care and, if necessary, will arrange a recheck.

- Post-operative rechecks will be accommodated, whenever possible, on a Mobile Clinic (the Mobile Clinic to which I am referred may not be in the same vehicle, nor in the same location, as my initial Mobile Clinic visit).
- If, in the opinion of the ASPCA staff on 877-SPAY-NYC, follow-up urgent care is needed during business hours (8:00 A.M. to 7:00 P.M., Monday through Friday, and 9:00 A.M. to 5:00 P.M. on Saturdays), I will bring the animal to Bergh Memorial Animal Hospital (BMAH) for treatment (424 East 92<sup>nd</sup> Street).
- If, in the opinion of the ASPCA staff on 877-SPAY-NYC, follow-up urgent care is needed outside BMAH hours, I will bring the animal to an alternate emergency clinic, as determined by ASPCA staff.

(b) If I have any questions, concerns, complaints, or any outstanding issues regarding spay/neuter or the ASPCA Mobile Spay/Neuter Clinic before or after my appointment, I will call (877) SPAY-NYC only. If my question cannot be answered by a member of the medically-trained Client Services team, I understand that I will be directed to the appropriate staff member.

(c) Absent extraordinary circumstances, if an animal experiences post-operative complications requiring follow-up care as a direct result of spay/neuter surgery, the ASPCA will either cover costs directly, or reimburse the rescuer for out-of-pocket costs he or she incurs to provide that care, up to a maximum of \$1,500. **Transportation costs to and from any follow-up care facility, including the Mobile Clinic, are always the responsibility of the rescuer and will not be covered by the ASPCA.** Expenses over \$1,500 will not be reimbursed unless the rescuer has sought, and received, advance written authorization from the Call Center at 877-SPAY-NYC to incur the additional expense.

(d) Should a rescuer fail to follow the Aftercare Protocol outlined in this Agreement, ASPCA will not ordinarily provide reimbursement of any post-operative expenses.

(e) 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 or my rescue group has designated for these purposes, and to advise of any changes that I or my rescue group must make to ensure the health and safety of recovering animals. I understand that the ASPCA may suspend my use of the mobile clinics 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.

#### **IV. Miscellaneous**

(a) I recognize that the ASPCA shall not be responsible for any liability in connection with any animal that I bring in for treatment on the Mobile Clinic.

(b) I acknowledge that in addition to my consent to the Terms of Use set forth herein, I will be required to also complete and abide by the terms of the "ASPCA Mobile Spay/Neuter Clinics: Surgery Consent Form and Release," which I must execute at the time I bring any animal in for treatment on the Mobile Clinic.

(c) I will follow all post-surgical instructions I am given. I agree to call the ASPCA Mobile Spay/Neuter Clinics post operative line at (877) SPAY-NYC if I have any questions or concerns about any animal in recovery, and to comply with the Aftercare Protocol described above.

(d) I will neither represent nor imply that I am working on behalf of the ASPCA, nor that I have any special responsibility or authority that has been given to me by the ASPCA, nor will I represent that I am collecting money on behalf of the ASPCA.

(e) I understand that I must at all times act in the best interests of the welfare of the animals in my care and in my community. Any rescuer deemed by the ASPCA to be jeopardizing the welfare of an animal will be immediately disqualified from using the Mobile Clinic, at the sole discretion of the ASPCA. Likewise, rescuers must operate within all applicable federal, state and local laws in order to continue their use of the Mobile Clinic.

(f) 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. This applies to email, phone calls, internet, Facebook, Twitter, and all other forms of communication.

(g) I agree to adhere to the Terms of Use Agreement for Rescuers, and understand that if I fail to comply with the above statements and the terms are violated I am subject to a warning letter and then possible termination from the program.

I HEREBY WARRANT THAT I (A) HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF MYSELF AND THE ORGANIZATION THAT I WORK OR VOLUNTEER FOR, (B) AM OVER EIGHTEEN (18) YEARS OF AGE, (C) HAVE READ THE ABOVE AGREEMENT CAREFULLY PRIOR TO ITS EXECUTION AND FULLY UNDERSTAND ITS CONTENTS AND REALIZE THAT THIS IS AN ENFORCEABLE LEGAL DOCUMENT BETWEEN MYSELF AND THE ASPCA, AND (D) SIGN OF MY OWN FREE WILL.

ACKNOWLEDGED AND AGREED TO BY:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**NOTE: MEDICATION WILL ONLY BE DISPENSED TO RESCUERS WITH THE EXPLICIT AUTHORIZATION OF THE ASPCA AND SOLELY IN CONNECTION WITH ANIMALS ACTUALLY BEING TREATED IN THE CLINIC.**

**\*\*Except at Bergh Spay Days. Please request a Bergh Spay Day Addendum when making Spay Day appointments.**