

APRICITY SANCTUARY PROGRAM

ENROLLMENT AGREEMENT

This Agreement is made on _____, 20____, between Homer's Fund, Inc., a non-profit Ohio charitable corporation ("**Homer's Fund**"), and _____, ("**Donor**") of the following **Cat**:

Name: _____ Description: _____ Sex (circle one) M / F Approx. age: _____

The Parties agree as follows: :

1. **Transfer of ownership.** Donor hereby transfers all right and interest in the above Cat to Homer's Fund. Donor understands that transfer of ownership is irrevocable, and that all future decisions regarding the care and keeping of the Cat will be made solely by Homer's Fund.
2. **Donor's representations.** Donor makes the following representations:
 - a) Donor is either the owner of the Cat, or is authorized by the owner, or the owner's estate if the owner is deceased, to transfer ownership of the Cat. To the best of my knowledge, no one else has a claim of ownership or possession regarding the Cat.
 - b) Donor is transferring ownership of the Cat to Homer's Fund because the Cat is without a permanent, secure home or is otherwise in need.
 - c) Donor has provided Homer's Fund with all veterinary records which are reasonably available to Donor.
 - d) Donor has completed the Donor's Questionnaire, which is attached hereto and is incorporated by reference. All information in the Donor's Questionnaire is true, complete and accurate.
 - e) Donor is aware of the following health or behavioral issues, if any: _____

3. **The Apricity Sanctuary Program.** Homer's Fund accepts ownership of the Cat into its Apricity Sanctuary Program (the "Sanctuary"). The Sanctuary provides permanent housing and care for senior cats and other cats in need, including all costs of veterinary care, based upon the welfare and well-being of each cat. Should euthanasia become necessary, it will be performed in a loving and humane manner. Decisions regarding the care of all cats, including humane euthanasia, shall be solely in the discretion of Homer's Fund.
4. **Placement fee.** The Donor recognizes that Homer's Fund is making a commitment to care for the Cat for the remainder of its life. Donor therefore agrees to pay two thousand dollars (\$2,000.00) per cat (the "**Placement Fee**"). The Placement Fee will not be used or accounted for solely for the care of this Cat, but will be deposited in the general accounts of Homer's Fund to promote its charitable mission to rescue and provide care for cats in need. The Placement Fee is non-refundable, regardless of how long the Cat remains at the Sanctuary. Acceptable payment methods are cashier's check, direct bank deposit, PayPal, or credit card (processing fees may apply).
5. **Indemnification/hold harmless.** I will indemnify and hold harmless Homer's Fund, its directors, officers, employees, volunteers and agents, against all liability and claims involving the Cat, including claims for injuries, losses or damages caused by the Cat, or claims of ownership or possessory interests involving the Cat.
6. **General provisions.** In the event of legal action arising from this Agreement, the losing party shall pay the prevailing party's costs and attorney fees, whether incurred prior to or after legal action is filed. This Agreement is the entire understanding between the parties. The parties are not relying on any prior communication of any kind. This Agreement shall be governed by Ohio law. Any action to enforce or interpret this Agreement must be made in the appropriate court with jurisdiction over the Homer's Fund Sanctuary premises in Cuyahoga County, Ohio.

Donor:

Homer's Fund, Inc.

Signature

By its authorized representative

Print name