

## CANINE SUPPORT AND RELIEF FUND

### AKC PET DISASTER RELIEF UNIT AGREEMENT

This Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2019, by and between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite ("AKC REUNITE"), and County of Sonoma ("Recipient"). AKC REUNITE and Recipient are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

AKC REUNITE is pleased to approve a grant in-kind (the "Grant") from the Canine Support and Relief Fund to Recipient in the form of a trailer and supplies, collectively referred to as an AKC Pet Disaster Relief Unit ("PDRU"), for the protection and support of displaced pets and service animals in the event of a natural or man-made emergency or disaster (an "Emergency"). The Parties acknowledge that Recipient has not raised any funds, but local American Kennel Club ("AKC") member or licensed club(s) (such club(s), the "Sponsoring Club(s)") have raised funds (Local Funds) in an amount equal to a portion of the total cost of the PDRU. The Local Funds have been donated to AKC REUNITE. The Grant is made subject to the terms and conditions set forth in this Agreement.

As a condition of the Grant, the Parties agree as follows:

#### 1. **Duties and Responsibilities of Grant Recipient.**

- 1.1. **Use of PDRU.** Subject to Section 1.6 below, Recipient agrees to use the PDRU solely for the purposes of providing care and shelter to displaced pets and service animals, particularly in the event of an Emergency.
- 1.2. **Maintenance of PDRU.** Recipient agrees to securely store the PDRU, including its contents, when not in use, and to maintain the PDRU in compliance with proper standards of care. Recipient agrees to purchase and replenish as necessary the PDRU supplies (including cages, cleaning supplies, and other materials) after deployment and use, so that the PDRU is available at all times to protect and support approximately 50 pets and service animals in the event of an Emergency. Recipient agrees to obtain and maintain commercially appropriate insurance for the storage and use of the PDRU, and to provide AKC REUNITE with a certificate of insurance evidencing such continuing coverage.
- 1.3. **Prohibition Against Sale or Transfer of PDRU.** Recipient agrees that it shall neither sell the PDRU nor otherwise transfer the PDRU to another organization or government unit or instrumentality, without the prior written consent of AKC REUNITE. Recipient further agrees that, in the event Recipient is no longer able to maintain the PDRU and wishes to relinquish ownership, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.
- 1.4. **Access to PDRU Transportation.** Recipient confirms that it has access to a vehicle capable of transporting the PDRU, as needed, and shall maintain access to such vehicle,

or a comparable vehicle. The truck or other vehicle should weigh at least  $\frac{3}{4}$  ton and possess electric brakes and a 10,000 pound hitch.

- 1.5. Signage on PDRU.** Recipient agrees to maintain and display the logos existing on the PDRU at the time of delivery. At no time may the logos be defaced or removed. The Parties acknowledge and agree that, at the time of delivery, the PDRU shall include the logos of AKC and AKC REUNITE. The Parties further acknowledge and agree that the logos of (i) the Sponsoring Club(s) and (ii) other sponsoring organizations, in each case that have contributed at least \$1,000 to the purchase of the PDRU, may be included on the PDRU in the sole discretion of AKC REUNITE. With the prior written consent of AKC REUNITE, which may be granted or withheld in its sole discretion, the logo of Recipient may be displayed alongside the other logos. The size and placement of all logos shall be determined by AKC REUNITE in its sole discretion. No other logos or promotional material in any form whatsoever may be displayed on the PDRU at any time without the prior written consent of AKC REUNITE.
- 1.6. Display Requirement.** Recipient agrees to display the PDRU at community events, in cooperation with the Sponsoring Club(s), a minimum of two times per year. A “community event” should be expected to be widely attended by members of the community and may be related to pets and domestic animals. Acceptable community events include a local AKC dog show, an AKC Responsible Pet Ownership Day event, a county or state fair, a local holiday parade, and other similar events.
- 1.7. Reporting Requirements.** Recipient shall be provided annually with a Grant Follow-Up Form (the “Form”), and Recipient agrees to complete and return the Form in compliance with the Form’s instructions, on an annual basis. Annual completion and submission of the Form is both a condition to satisfying Recipient’s obligations under this Agreement and a precondition to consideration by AKC REUNITE of any future grant application by Recipient. Additionally, on an annual basis, Recipient must provide a brief report to AKC REUNITE indicating the number of times the PDRU was used in the preceding year; the circumstances under which it was used in the preceding year; how many animals and what types of animals were served by the PDRU during the preceding year; and any additional pertinent information. If any information is already provided in the Form, it does not need to be reported separately.
- 1.8. Transfer of Ownership.** Recipient shall take full title, responsibility and liability for the PDRU.
- 2. Application for Future Grants.** Receipt of the Grant neither guarantees nor precludes future grants by AKC REUNITE to Recipient. However, Recipient acknowledges and agrees that it must be in compliance with its obligations in Section 1.7 above to be considered for any future grant application.
- 3. Representations and Warranties of Both Parties.** Each Party represents and warrants to the other that:

  - 3.1.** it is duly organized and in good standing pursuant to the laws of the jurisdiction in which it was formed;
  - 3.2.** this Agreement has been duly authorized, executed and delivered by it, and the execution and delivery of this Agreement, the consummation of the transactions contemplated

hereby and the performance of the obligations hereunder shall not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which it is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to it;

- 3.3. any and all approvals, permits, licenses or similar authorizations which may be required for it to enter into this Agreement and perform its obligations hereunder have been unconditionally obtained;
- 3.4. no suit, action, claim, investigation or other proceeding is pending or, to the best of its knowledge, is threatened against it which questions the validity of this Agreement or any action taken or to be taken pursuant to this Agreement; and
- 3.5. it has full power and authority to make the representations in this Agreement, and this Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equitable principles.

4. **Representations and Warranties of Recipient.** Recipient hereby represents and warrants to AKC Reunite that:

- 4.1. Recipient is an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or Recipient is a government unit or instrumentality;
- 4.2. Recipient is ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to an Emergency; and
- 4.3. no suit, action, claim, investigation or other proceeding is pending or, to the best of Recipient's knowledge, is threatened against Recipient which would or could reasonably be expected to jeopardize Recipient's status as set forth in Section 4.1 above.

5. **Survival of Representations and Warranties.** All representations and warranties contained herein or made in writing by or on behalf of either Party in connection with this Agreement shall survive the execution of this Agreement. Each Party agrees to notify the other immediately in writing if any representation or warranty set forth herein is, or to the Party's best knowledge is about to become, inaccurate in any respect at any time.

6. **Termination and Survival.**

- 6.1. **Termination.** Subject to Section 1.2 above, this Agreement shall remain in effect until the PDRU is no longer usable, as determined by AKC REUNITE in its sole discretion, or, subject to Section 1.3 above, no longer owned by Recipient.
- 6.2. **Early Termination.** In the event of a material breach of any provision of this Agreement by Recipient (which shall be deemed to include any representation or warranty no longer being true), then upon written notice from AKC REUNITE, this Agreement shall terminate thirty days after the date of notice, unless Recipient shall have cured the breach to AKC REUNITE's satisfaction prior to the expiration of the thirty-day period.

**6.3. Survival.** Notwithstanding the termination of this Agreement, the following Sections shall survive: this Section 6.3 and Sections 7, 8, 9, 12, and 14.

**6.4. Effect of Termination.** In the event of termination of this Agreement, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.

- 7. Liability and Indemnification.** Recipient shall indemnify, defend and hold harmless AKC, AKC REUNITE, and the Sponsoring Club(s), and their respective officers, directors, trustees, members, employees, or agents from all claims, assessments, losses, damages, liabilities, debts, charges (including settlements, judgments and decrees which give rise to any of the foregoing), fees, costs and expenses, including interest, penalties, court costs, attorney's fees and expenses (collectively, "**Damages**") to the extent such Damages arise in connection with this Agreement.
- 8. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then pertaining (available at [www.adr.org](http://www.adr.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within ten business days of commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures assuring that the arbitration shall be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits designated by the AAA. The arbitration shall be held in New York and, as provided in paragraph 12, shall apply the substantive law of New York, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall not award either Party punitive damages and the Parties shall be deemed to have waived any right to such damages. Further, the arbitrator shall be bound by the express terms of this Agreement.

Any controversy or claims shall be kept confidential by the Parties and their attorneys and advisors, without publicity, and except as may be required by law, no Party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration under this Agreement without the mutual written consent of the Parties.

- 9. Notices.** Notices shall be written, and delivered personally or sent (i) by registered mail, return receipt requested; (ii) by overnight delivery with a nationally-recognized overnight courier; or (iii) by facsimile, with concurrent mailing by first class mail. Notices shall be deemed received four days after being sent by method (i), one day after being sent by method (ii), and two days after being sent by method (iii). Notices shall be sent to the Parties at the following addressees and addresses, until such time as any Party notifies the other Party of a change in address or addressee pursuant to this paragraph:

If to Recipient:

John Skeel  
Animal Services Director  
Public Health Division  
Department of Health Services  
County of Sonoma  
1247 Century Court  
Santa Rosa, CA 95403  
707-565-5407  
john.skeel@sonoma-county.org

If to AKC REUNITE:

Megan Ault  
Grant Administrator  
American Kennel Club Companion Animal Recovery Corporation dba AKC  
Reunite  
Arco Corporate Drive, Suite 200  
Raleigh NC 27617  
919-816-3642  
megan.ault@akccar.org

10. **Assignment.** Recipient may not assign this Agreement without the prior written consent of AKC REUNITE. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
11. **Waiver.** Waiver by any Party of a breach or violation of any provision of this Agreement may be made only in writing and shall not constitute a waiver of any subsequent breach or violation of the same or any other provision hereof.
12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to its choice of law.
13. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
14. **Enforcement.** AKC REUNITE reserves the right to enforce the terms of this Agreement. Recipient agrees that it will not contest the standing of AKC REUNITE to bring any such arbitration or suit.
15. **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, agreements, understandings and undertakings between the Parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both Parties.

**16. Additional Documents and Acts.** Each of the Parties agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the intent and provisions of this Agreement and to consummate the Grant of the PDRU from AKC REUNITE to Recipient.

**17. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. For the purpose of executing this Agreement, the parties hereto agree that .pdf signatures sent via email shall serve as original signatures.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

AMERICAN KENNEL CLUB COMPANION  
ANIMAL RECOVERY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

COUNTY OF SONOMA

By: \_\_\_\_\_  
Name:  
Title: