

# PETER EMILY INTERNATIONAL VETERINARY DENTAL FOUNDATION

## MISSION AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Peter Emily International Veterinary Dental Foundation, a Colorado nonprofit corporation (PEIVDF) and \_\_\_\_sanctuary name \_\_\_\_\_ (the "Recipient").

1. The Recipient desires to obtain veterinary dental services for certain of the wild animals residing at the Recipient's facility located at \_\_\_\_\_address \_\_\_\_\_ and known as \_\_\_\_\_sanctuary name \_\_\_\_\_ (the "Facility").
2. PEIVDF has volunteered, for no cost, to provide the Recipient with veterinary dental services in the form of a Mission ("Mission") in the manner and to the extent set forth in this Agreement.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Missions.** PEIVDF will provide a Mission to the Recipient at the Facility on \_\_\_\_mission dates\_\_\_\_\_, 2017. The manner in which the Mission will be performed and the specific hours to be worked shall be determined by PEIVDF. PEIVDF makes its Mission staffing determination in its sole discretion, based on its Internal Controls Policies and Procedures.
2. **Supplies and Equipment.** PEIVDF will provide all consumable veterinary dental supplies. PEIVDF may utilize any veterinary dental equipment available on-site, as well as bring its own equipment for use during the Mission. The Recipient hereby agrees to make available to PEIVDF during the Mission the following essential supplies and/or equipment: (2) large animal anesthesia machine, monitors, anesthetic IV fluids and the appropriate anesthesia DVM/doctors and assistants to provide and monitor anesthesia at all times. If any such essential supplies and/or equipment are not available in good working condition at the start of the Mission, PEIVDF in its sole discretion may cancel the Mission.
3. **Housing and Meals.** PEIVDF clinicians and Mission Workers will be responsible for securing their own meals and housing during the Mission. However, if mutually agreed between PEIVDF and the Facility, the Facility may fund meals and/or housing for some or all PEIVDF clinician and Mission Workers, to be arranged outside of this agreement.
4. **Teaching Missions.** In the sole discretion of PEIVDF, the Mission may take the form of a Teaching Mission. During a Teaching Mission, PEIVDF will bring exotic veterinary dental students to the Facility to participate in the Mission in various capacities.
5. **Animals and Procedures.** The number and types of animals requiring treatment and the anticipated procedures to be performed during the Mission will be as preliminarily determined by PEIVDF Mission clinicians according to the Recipient's Application for Assistance and subsequent interviews between the Recipient and PEIVDF Mission clinicians, subject to the following:

- a. Unless otherwise agreed by PEIVDF and the Recipient, the Recipient will provide an on-staff or volunteer wildlife anesthetist and will be responsible for ensuring that the animals requiring treatment be properly anesthetized prior to and at all times during the Mission.
  - b. Until PEIVDF clinicians are able to examine each animal's mouth firsthand, final determination regarding the procedures required for the best health and well being of the animals cannot be made.
  - c. Depending on the number of animals requiring treatment and the number of available PEIVDF clinicians, PEIVDF may not be able to provide veterinary dental services to all animals during one Mission.
  - d. PEIVDF Mission clinicians will prioritize caseload based on their determination of medical necessity.
  - e. In the sole discretion of PEIVDF, PEIVDF will make arrangements to schedule a subsequent Mission.
6. **Anesthesia.** If The Mission uses an on-staff or volunteer wildlife veterinarian responsible for general anesthesia provided by or contracted for by the Recipient, the Recipient agrees that the veterinarian responsible for general anesthesia will add PEIVDF as an additional insured on their medical malpractice liability insurance and will provide PEIVDF with a current, valid certificate of insurance and evidence that PEIVDF is named as an additional insured.
7. **Insurance and Liability.** The Recipient will provide PEIVDF with a current, valid certificate of insurance. In addition, the Recipient agrees to accept all liability for any personal injury or property damage that occurs during a Mission, including personal injury or property damage that occurs due to failure to properly handle, transport, and - if the Mission uses a veterinarian responsible for general anesthesia per clause 5 - anesthetize any animal prior to or at any time during the Mission, except for any personal injury or property damage that occurs as a result of the negligence of PEIVDF or its employees, agents or volunteers.
8. **Publication.** PEIVDF reserves the right to use and disseminate any results of the Mission.
9. **Liquidated Damages.** The Recipient recognizes that PEIVDF will incur substantial costs in preparing for the Mission. Therefore, if: (i) the Recipient cancels the Mission at any time on or after \_\_\_\_\_ liq dam date\_\_\_\_, 2017, or (ii) if PEIVDF cancels the Mission pursuant to section 2 of this Agreement, the Recipient hereby agrees to pay to PEIVDF the amount of \$2,000.00 as liquidated damages; provided, that the Recipient shall not be required to pay liquidated damages in the event the Mission is cancelled by either party, if such cancellation is caused by conditions beyond that party's control that make it inadvisable, commercially impracticable, illegal or impossible for that party to perform its obligations under this Agreement. For purposes of the preceding sentence, conditions beyond a party's control include, but are not limited to, acts of nature (including fire, flood, earthquake, tornado, hurricane or other natural disaster), war, terrorist acts, or the prolonged failure of electricity or other vital utility service. The Recipient and PEIVDF agree that the liquid damages amount is reasonable and takes into account the anticipated harm caused by the

Recipient's cancellation of the Mission after the stated date. PEIVDF requires a valid credit card number to secure the above amount.

10. **Indemnification.** The Facility agrees to release, indemnify, and hold harmless PEIVDF from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to PEIVDF's services, except which may arise from the gross negligence or intentional and willful misconduct of PEIVDF, including, without limitation, (i) any inaccuracy in any statement made by the Facility or information provided by the Facility to PEIVDF (ii) the patients, including but not limited to death related to anesthesia or pre-existing medical condition, injury, and (iii) any action by the Facility which is in breach of the terms and conditions of this agreement.

11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered effective as of the date first set forth above.

**Peter Emily International Veterinary Dental Foundation**

By:   
Name: Susanne Pilla  
Its: Managing Director

**[Name of Recipient]**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_