2019 MAIDENCREEK TOWNSHIP

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, made of this _____ day of _____, 2019 by and between Safety Net Sanctuary; 187 Houck Road Fleetwood, PA 19522 and Maidencreek Township; PO Box 319, Blandon, PA 19510.

WHEREAS, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto agree that:

WHEREAS, this agreement shall begin upon successful execution for the calendar year of 2020: January 1, 2020 to December 31, 2020.

WHEREAS, Safety Net Sanctuary agrees to accept and care for stray or lost/escaped domestic animals originating from within Maidencreek Township's borders and to work with Maidencreek Township to coordinate retrieval and transport of such animals to Safety Net's sanctuary seven (7) days a week and not to exceed twenty-four (24) hours after capture. (Hereinafter referred to as the "Outlined Services"). Animals accepted will include those brought to Safety Net Sanctuary by their agents, Maidencreek Township designated representatives, emergency service providers, dog wardens and/or citizens.

WHEREAS, Safety Net Sanctuary shall make all reasonable efforts to re-unite an animal brought to its shelter with its lawful owner(s), or, if that is not possible, to facilitate the adoption of the animal in the manner permitted by applicable law.

WHEREAS, Safety Net Sanctuary shall be required to provide proof of insurance, including General Liability, Commercial Liability Workers' Compensation, and Automobile Liability, with Maidencreek Township provided with a copy of the Certificate of Insurance within thirty (30) days of acceptance and execution of this Agreement, with the Township named as an Additional Insured on such Certificate.

WHEREAS, Safety Net Sanctuary shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways and private property.

WHEREAS, Safety Net Sanctuary is and shall be recognized as an independent contractor to Maidencreek Township, and none of its agents, officers, or staff shall be construed as, or represent themselves as employees of the Maidencreek Township.

WHEREAS, Safety Net Sanctuary holds itself out as a no-kill animal shelter and it is understood that the euthanizing of an animal by a veterinarian shall only occur where an animal is in severe distress.

NOW, THEREFORE, BE IT RESOLVED, between Maidencreek Township and Safety Net Sanctuary, as follows:

1. The above "WHEREAS" recital clauses are incorporated herein by reference, and are deemed substantive and are fully binding on all parties and their heirs, assigns, and successors in interest.

2. The Outlined Services as defined and listed above shall be performed in exchange for a One Thousand Dollar ($1,000.00) donation to the Safety Net Sanctuary by Maidencreek Township and at no further expense to Maidencreek Township unless mutually agreed upon in a writing signed by both parties due to disproportionate use of said services (e.g., services well beyond the level of service which has been customarily required by Maidencreek Township for animal control services equivalent to the Outlined Services.

3. Safety Net Sanctuary will not be responsible for the handling of rabid or hostile animals that present obvious signs of aggression and danger.

4. Safety Net Sanctuary will not be responsible for the handling of feral cats, spay and neuter practices, and/or the handling and implementation of colonies of feral cats.

5. Safety Net Sanctuary will not be responsible for the investigation into any claims or accusations of animal cruelty or abuse within Maidencreek Township. Safety Net Sanctuary will also not be held responsible for medical care or acceptance of animals in need of care at their discretion.

6. This agreement will be in effect for a period of one (1) year as set forth above. In the event that the Township wishes to renew this Agreement, the Township shall give ninety (90) days' notice of intention to renew the agreement Safety Net Sanctuary, and, state the terms of renewal. The Agreement may be terminated with thirty (30) days' notice in the event of a material breach thereof by either party.

7. Any notice required under this Agreement shall be given by First Class U.S. Mail to the respective parties at the following addresses:

Safety Net Sanctuary 187 Houck Road Fleetwood, PA 19522	Maidencreek Township PO Box 319 Blandon, PA 19510

8. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

9. This Agreement contains the entire agreement of the parties, and there are no additional or conflicting representations, promises or warranties between the parties. No modification of this agreement shall be effective unless in writing signed by both parties.

DULY ENACTED this _____ day of _____, 2019:

MAIDENCREEK TOWNSHIP

By:_____

Claude Beaver, Chairman

SAFETY NET SANCTUARY

By: _____

Witness:_____

ATTEST:

By:_____

Diane Hollenbach, Manager/Secretary/Treasurer