

MASTER SERVICES AGREEMENT
MEMORANDUM OF
UNDERSTANDING

THIS MASTER SERVICES AGREEMENT (the "**Agreement**") is made effective as of this 13th day of January, 2025 (the "**Effective Date**"), by and between Animal Balance (Tax ID # 68-0630714) ("**Contractor**"); and (ii) Williamson County Regional Animal Shelter ("**Partner**")

Partner Tax ID: _____. Contractor and Partner are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND:

WHEREAS, Partner owns and operates a municipal government (*type of*) organization in Georgetown (*city*), Texas;*(state)*.

WHEREAS, Contractor owns and operates a *non-profit organization* registered in *San Francisco, California*; and

WHEREAS, Partner desires to engage Contractor to provide an experienced high-volume, high standard veterinary medical team for spay/neuter surgeries and Contractor is ready, willing, and able to provide those services for the benefit of Partner and its business, each in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the Parties, intending to become legally bound, hereby agree as follows:

AGREEMENT:

1. **INDEPENDENT CONTRACTOR STATUS.** It is the Parties' intent that each of them, at all times, and with respect to all matters hereunder, function as and remain an independent contractor, and not an employee or officer of the other Party. No Party shall represent to third parties that it is an employee or officer of the Party.

2. **SERVICES AND DUTIES.** Contractor shall vaccinate and surgically sterilize cats and dogs, rendering them permanently sterile so they cannot reproduce and to help reduce the spread of disease. Additional details on the Contractor services and duties are located in the attached Schedule A (collectively the "**Services**").

3. **COMPENSATION**

(a) **Service Fees.** As consideration for performing the Services, Partner shall pay to Contractor "Service Fees" at the rates set forth in **Schedule B** hereto. Partner acknowledges and agrees that Partner's obligations hereunder to remit all Service Fees payable hereunder shall be absolute and unconditional under any and all circumstances, and shall be paid by the Partner to Contractor without notice or demand by Contractor and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

4. **RESTRICTIVE COVENANTS.** Partner covenants as follows:

(a) **Non-Disparagement.** Partner agrees that it will not, during the Term or afterwards, either directly or

indirectly, disparage Contractor or any of its affiliates, owners, directors, managers, officers, employees, agents, or invitees or any of their family or friends.

5. CONFIDENTIAL INFORMATION.

(a) **Confidential Information – In General.** Each Party acknowledges that the other Party and its affiliates have trade, business and financial secrets and other confidential and proprietary information (collectively, the “**Confidential Information**”) and that during the term of this Agreement, it may receive or contribute to the Confidential Information. For purposes of this Agreement, Confidential Information shall include, with respect to the Parties (i) each Party's technology, processes, methodologies, business practices and technical information; (ii) information, lists and databases regarding the Parties, their customers, assets, suppliers, or their marketing plans, business plans, financial status, agreements, patents or trade secrets and (iii) any and all other information, documents, items or materials deemed by either Party, in its sole and exclusive discretion, as confidential or that should reasonably be understood by the other Party to be confidential at the time of such disclosure. Confidential Information includes technical information, processes and compilations of information, records, specifications and information concerning assets, and information regarding methods of doing business.

(b) **Release of Confidential Information.** During and following the Term, each Party agrees (i) to hold Confidential Information in confidence and (ii) not to release any Confidential Information to any person, except that Contractor shall be allowed to disclose Partner Confidential Information to its contractors and/or employees as needed to complete the Services. Each Party agrees to use reasonable efforts to give the other Party notice of any and all attempts to compel disclosure of any Confidential Information, in such a manner so as to provide such Party with written notice at least five (5) days before disclosure or within one (1) business day after a Party is informed that such disclosure is being or shall be compelled, whichever is earlier. Such written notice shall include a description of the information to be disclosed, the court, government agency, or other forum through which the disclosure is sought, and the date by which the information is to be disclosed, and shall contain a copy of the subpoena, order or other process used to compel disclosure.

a.

(c) **Return of Confidential Information.** Upon a Party's written request, the other Party will deliver to such Party all of its property and all Confidential Information in tangible form or in the non-requesting Party's possession or control. Any retention by a Party of Confidential Information following the termination of this Agreement or upon such written request from the other Party shall constitute a breach of this Agreement.

6. TERM & TERMINATION.

(a) **Term.** This Agreement will commence on the Effective Date and will continue until completion of the Services for the agreed upon clinic dates (the “**Term**”).

Clinic date(s):

2025: February 28- March 2, May 16-18

_ Address where clinic(s) will be held:

1855 SE Inner Loop, Georgetown, TX 78626

(b) **Termination.** Partner may terminate this Agreement at any time for any reason by providing no less than 21-days written notice in advance of a Clinic next-scheduled under the SOW. If Partner terminates this Agreement less than 21 days in advance of that next-scheduled Clinic, Contractor may deem the deposit paid for the next-scheduled Clinic forfeited and nonrefundable, in Contractor's sole discretion.

-Contractor may terminate this Agreement prior to any Services being provided by providing a 21-days written notice to the Partner, and shall refund any deposit previously paid by Partner if terminated prior to the Services, or any part of the Services, being provided.

-Upon proper termination by either Party, the Contractor shall be allowed to invoice and receive any payments paid for completed clinics or Services.

(c) **Termination – Following Initial Term.** A non-breaching Party may also terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured after thirty (30) days following written notice from the non-breaching Party to the breaching party thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice and cure period, without further notice or action by the non-breaching Party. Following termination, the breaching Party shall no longer have any rights under otherwise pursuant to this Agreement. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

7. PARTNER OBLIGATIONS.

(a) Partner shall provide a temperature-controlled location for the clinic for the dates agreed upon by the Parties. The location must meet the specifications for the clinic setup as set forth by AVMA guidelines and state laws, to include access to running water, team bathrooms, proper lighting, etc. The Partner shall also ensure that all permits are current and in place prior to the agreed upon clinic start dates. The Partner shall ensure that Contractor and other third parties are provided with any necessary rules, regulations, contracts, or other documents pertaining to the use of the clinic space. The Partner shall ensure that Contractor has access to the clinic space building between the hours of 7:00 AM- 7:00 PM each day of the scheduled clinic dates, as well as one (1) full day prior to the clinic start date and one (1) full day after the clinic end date, to allow for clinic set-up and breakdown.

(b) Partner shall recruit the number of local volunteers requested by the Contractor to assist with general (non-medical) clinic duties such as registration, cleaning, animal transport, etc. Partner shall ensure that Partner, Partner's employees and all local volunteers have signed the Contractor's liability waiver, handbook and the hold harmless document prior to assisting with the client.

(c) Partner will provide the premise permit, if one is required in your state.

(d) Partner will provide a Veterinarian who holds a DEA license to purchase controlled substances. If the partner does not have a DEA licensed Veterinarian, the contractor and the partner will work together to determine how controlled substances will be managed. The DEA licensed Veterinarian will be present at the clinic.

(e) The partner will ensure that there are 40 sterile, wrapped and packed surgical packs ready for day one of the clinic, in accordance with AB's SOP. If you do not have your own packs yet, you will work with your AB Program Director to ensure AB brings 40 sterile packs.

(f) Partner shall communicate to the local volunteers that they will not have access to the surgical area and that they must follow the Contractor's instructions and rules. All volunteers under the age of eighteen (18) must be approved by Contractor, and the minor's guardian must be present at all times and must assume all responsibility for the minor volunteer.

(g) Partner shall ensure an adequate setup at the clinic site for curbside patient drop-off and pickup. Partner shall ensure there is adequate parking and traffic control at the clinic site.

(h) Partner shall provide Contractor with any publicity and social media reports for review prior to publishing. Partner shall provide Contractor and all sponsors/funders appropriate credit and acknowledgement of participation in any news or social media publications.

(i) If Partner provides microchips, Contractor shall implant microchips. Partner is responsible for registration of microchips.

(j) Partner will schedule animals using the exact template provided by the Contractor. The weight limit for dogs is 80 lbs. Contractor shall not provide services to cats or dogs under 2 lbs. or eight (8) weeks of age.

(k) Partner understands that Contractor shall not provide Services for dogs with a poor body condition score, at the Contractor's sole discretion, brachycephalic dogs (including but not limited to pugs, French bulldogs, or other dogs with potentially compromised airways) or dogs over 80 lbs.

(l) Partner shall ensure that all medical paperwork is filled out and signed using the name of the animal's legal owner at the time of surgery (ex. animals in foster care are legally owned by the shelter or rescue and therefore the medical paperwork should reflect that).

(m) Partner acknowledges and understands that they are to call the designated after-hours line to talk to a Contractor representative about any postoperative concerns. Partner is responsible for disseminating the emergency care protocol provided by the Contractor to the client. If it is determined that a visit to a veterinarian is necessary, Contractor shall pay

for the initial exam only. Any additional care must be approved by the Contractor in advance. Contractor shall not be responsible for any payments unless they have been pre-approved in writing by Contractor.

(n) Partner shall introduce AB Director/Clinic Coordinator to a local vet/emergency clinic who can see any postoperative complications and adhere to AB's SOPs.

8. **BREACH; LIMITATION OF DAMAGES.** If a Party breaches any of the Sections of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any damages allowed at law, but shall not be entitled to revoke any consequential, special, exemplary, incidental or punitive damages, whether directly or indirectly incurred, or for any other losses a Party incurs out of or in connection with this Agreement, including without limitation loss of profits, loss of revenues, business interruption or other pecuniary loss, even if a Party has been advised of the possibility of such damages or loss. Notwithstanding the foregoing, each Party will have available the right to obtain from any court of competent jurisdiction an injunction restraining a breach or threatened breach and specific performance of any provision in Section 5 or 6 of this Agreement.

9. **ASSIGNMENT.** Neither this Agreement nor any right or obligation of any Party hereunder nor interest herein may be assigned or transferred by any Party without the written consent of the other Party.

10. **INDEMNIFICATION BY PARTNER:** USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, Partner cannot enter into an agreement whereby Partner agrees to indemnify or hold harmless any other party, including but not limited to Contractor.

11. **MISCELLANEOUS.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Parties.

(b) **Entire Agreement.** This Agreement, including any Addendums or Schedules hereto, constitutes the entire agreement of the Parties and supersedes and replaces all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally, via electronic mail or by courier or overnight delivery service, or three (3) days after being deposited in the regular United States mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number presently known to any other Party, or as subsequently modified by written notice.

(d) **Donations.** Any donations received by the Partner or Contractor during the Term of this Agreement and relating to the Services provided hereunder shall be paid to Partner so long as Partner is a registered non-profit. In the event Partner is not a registered non-profit, donations shall be paid to Contractor to be used for spay/neuter services.

(e) **Governing Law/Venue.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to its principles of conflict of laws. If legal action is commenced by any of the Parties with respect to the subject matter hereof, the Parties agree that the jurisdiction and venue of such action shall be in the state or federal court of competent jurisdiction located in Williamson County, Texas.

(f) **Legal Fees; Interest.** If any dispute arises between the Parties with respect to matters covered by this Agreement, the prevailing Party in any such dispute shall be entitled to receive an award of reasonable attorney fees, expert witness fees and out-of-pocket costs incurred in connection with such dispute, in addition to any other relief to which it may be entitled.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such unenforceable provision(s) shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced.

(h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(i) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(j) **Compliance with Laws.** The Parties agree to abide by all federal, state or local laws, regulations, ordinances or other legal requirements in connection with the performance of the Services hereunder. In addition, at all times during this Agreement, each Party shall have in effect all licenses, permits and authorizations for all local, state, federal and foreign governmental agencies to the extent the same are necessary to the performance of the Services hereunder. No Party shall not perform any Services under this Agreement for which it does not hold all necessary licenses, permits and authorizations.

(k) **Survival.** Notwithstanding any other provision of this Agreement to the contrary, Sections 5 and 6, and each and every provision which by its terms is intended to survive termination, shall survive the termination of this Agreement and/or the termination of any Party's rights and obligations hereunder.

(l) **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

(m) **County's Right to Audit.** Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

Schedule A - Services

Contractor shall provide spay/neuter surgeries, and may assist with other animal ailments in their sole discretion. Should the Contractor decide not to treat other ailments, they will refer the animal to a local veterinarian for further care.

Contractor shall provide an experienced high-volume, high standard veterinary medical team consisting of a minimum of two (2) veterinarians licensed in the State of Texas, one (1) clinic coordinator and two (2) to four (4) technicians, whose skill level matches customary veterinary clinic expectations.

Contractor shall work with Partner to obtain the veterinary medical supplies necessary for the target number of surgeries.

Contractor shall coordinate with the Partner to ensure that all necessary equipment is provided to safely allow Contractor to provide the Services. Contractor shall also coordinate with the Partner to organize and orchestrate the sterilization clinic so that it is efficient and safe for all humans and animals.

Contractor shall provide accurate medical records for each patient.

Contractor shall provide the Medical, Volunteer and Clinic Flow SOPs and Contractor handbook as requested in writing.

Contractor shall provide Partner with liability release waivers for any volunteers that might be assisting the Contractor and Partner.

Contractor shall be flexible and respectful as changes may occur in the situation and shall work with the Partner to solve situations as they arise and to re-evaluate strategies as needed.

No filming is allowed within the clinic. Contractor shall provide Partner with Contractor's publicity and social media guidelines, and shall provide Partner with any publicity or social media posts for review prior to publishing.

The Partner and Contractor may mutually agree if an animal needs to be euthanized per Contractor's euthanasia policy.

Schedule B - Fees

Service Fees shall be calculated as follows:

The total cost for 200 surgeries is \$35,000 .

Additional surgeries above the 200 agreed upon shall be charged at \$ 100 per surgery. Contractor shall provide a final invoice within five (5) business days of the clinic end date, which will include charges for any additional surgeries provided over the agreed upon amount.

The final invoice amount is owed within 10 business days of the invoice date via electronic transfer. interest.

If a partner does not pay Animal Balance for 2 consecutive clinics. Animal Balance will postpone further clinics, until payment for both outstanding invoices has been received. Any consecutive clinics will be subject to prepayment.

Alternative methods must be approved in advance of the receipt of the invoice. See bank details below:

[REDACTED BANK DETAILS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:
Animal Balance
a California nonprofit
public benefit corporation
By: Emma Clifford
Emma Clifford, Founder
and Director

DATE:
1.13.2025

PARTNER:
Williamson County
Regional Animal Shelter
By: _____
Williamson County Judge,
Bill Gravell

DATE:
