

PETER EMILY INTERNATIONAL VETERINARY DENTAL FOUNDATION

RESCUE OPERATION AGREEMENT

This Agreement is entered into this ____ day of _____, 2011 by and between Peter Emily International Veterinary Dental Foundation, a Colorado nonprofit corporation (PEIVDF) and _____ (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 _____ and known as _____ (the "Facility").
2. PEIVDF has volunteered, for no cost, to provide the Recipient with veterinary dental services in the form of a Rescue Operation ("Rescue Op") 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. **Rescue Ops.** PEIVDF will provide a Rescue Op to the Recipient at the Facility on _____, 2011. The manner in which the Rescue Op will be performed and the specific hours to be worked shall be determined by PEIVDF. PEIVDF makes its Rescue Op 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 Rescue Op. The Recipient hereby agrees to make available to PEIVDF during the Rescue Op the following essential supplies and/or equipment: _____ . If any such essential supplies and/or equipment are not available in good working condition at the start of the Rescue Op, PEIVDF in its sole discretion may cancel the Rescue Op.
3. **Housing and Meals.** PEIVDF clinicians and Rescue Op Workers will be responsible for securing their own meals and housing during the Rescue Op. However, if mutually agreed between PEIVDF and the Facility, the Facility may fund meals and/or housing for some or all PEIVDF clinician and Rescue Op Workers, to be arranged outside of this agreement.
4. **Teaching Rescue Ops.** In the sole discretion of PEIVDF, the Rescue Op may take the form of a Teaching Rescue Op. During a Teaching Rescue Op, PEIVDF will bring exotic veterinary dental students to the Facility to participate in the Rescue Op in various capacities.
5. **Animals and Procedures.** The number and types of animals requiring treatment and the anticipated procedures to be performed during the Rescue Op will be as preliminarily determined by PEIVDF Rescue Op clinicians according to the Recipient's Application for Assistance and subsequent interviews between the Recipient and PEIVDF Rescue Op 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 Rescue Op.
 - 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 Rescue Op.
 - d. PEIVDF Rescue Op 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 Rescue Op.
6. **Anesthetist.** If The Rescue Op uses an on-staff or volunteer wildlife anesthetist provided by or contracted for by the Recipient, the Recipient agrees that the anesthetist will add PEIVDF as an additional insured on the anesthetist's 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 Rescue Op, including personal injury or property damage that occurs due to failure to properly handle, transport, and - if the Rescue Op uses an anesthetist per clause 5 - anesthetize any animal prior to or at any time during the Rescue Op, 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 Rescue Op.
9. **Liquidated Damages.** The Recipient recognizes that PEIVDF will incur substantial costs in preparing for the Rescue Op. Therefore, if: (i) the Recipient cancels the Rescue Op at any time on or after _____, 20__, or (ii) if PEIVDF cancels the Rescue Op pursuant to section 2 of this Agreement, the Recipient hereby agrees to pay to PEIVDF the amount of \$_____ as liquidated damages. The Recipient and PEIVDF agree that such amount is reasonable and takes into account the anticipated harm caused by the Recipient's cancellation of the Rescue Op after the stated date. PEIVDF requires a valid credit card number to secure the above amount.
10. **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: _____

Its: _____

[Name of Recipient]

By: _____

Name: _____

Its: _____