

Agreement

This agreement date the 19th day of March, 2019

Between:

Client

Warwick School District
301 W Orange St., Lititz, PA 17543.

(The "Client")

Contractor

Dog Sense LLC
440 Stoney Lane, Lancaster, PA 17603

(The "Contractor")

Background

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set fourth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

DOGS AND SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

* Select, Train, and place dogs are facility based Therapy Dogs. This proposal includes the training of staff, and will be completed in 4 phases.

Each phase will be outlined in this agreement and include an estimated time frame for the completion of each phase;

* Phase 1 - Selection and training of the facility based Therapy Dogs. This phase will being upon the signing of this contract and is anticipated to end by Sept. 2020, unless one of the selected dogs is unsuitable for the task and a replacement is needed which could delay the completion of this phase. Our minimum target goal is 1-2 dogs ready for the start of the 2019/20 school year. 2 additional dogs ready ready by the winter of the 2019/20 school year, and the remaining dogs ready by

the start of the 2020/21 school year. This contract is for a total of 7 dogs. additional dogs may be added to the contract at the cost of \$2900 per dog during the duration of this contract up to the end of the 2020/21 school year.

* Phase 2 Screening and Selection of Caretakers and Handlers. This phase will begin upon the signing of this contract and is anticipated to end once the school has approved the selections. Target goal would be Caretaker homes approved by June 1, 2019. Additional Handlers, 1 per school, identified and approved by June 1, 2019. Further additional Handlers may be trained in the 2021/22 school year as a part of the 1 year training refresher course which will also serve as an introductory opportunity for additional Handlers. All training after the 2021/22 school year will billed at the rate of \$50 per hour.

* Phase 3 - Caretaker and Handler Training. This phase will begin with an Introduction presented to all volunteers, at each building location, with a target goal of completion by the end of March. This Introduction will provide an overview of the program, expectations of the Handlers, and include a question and answer portion. The second part of our Caretaker and Handler Training occurs when the Caretaker and Handler are matched with their dog. This is called Team Training, and lasts approximately 10 hours. The third part of the Training occurs in the classroom with or without students present, and includes an hour of training per each individual followed by an unlimited period of support in the classroom if needed, where we observe the handling and interactions of the team and would guide and advise handlers with any questions, concerns or training issues that may arise. Part 4 of our Training portion of this program would be an assessment day. this part would be scheduled individually per building, in most cases will take 1 hour per team, and consists of additional observation and written evaluation of the team during the school day, and can include review of any concerns or questions the Caretaker or the Handler may have.

* Phase 4 - Annual evaluation of teams and continuing education seminar. This phase can also include an introductory training session for any new handlers the school district wishes to add. This event can be scheduled at the schools convenience and can take part on more than one day if needed. Up to two events (With or without multiple locations/dates) are included in the costs of this proposal to take place in the 2021/22 school year or approximately 1 year after the final dogs are placed in their caretakers homes if the entire group can't be accommodated at the same time. Additional and ongoing annual evaluations and additional Caretaker training will be offered thereafter at the rate of \$50 per hour.

2. Contractor shall provide the client with total of (7) dogs, pursuant to the time line outlined above. All dogs provided to the client should be in good health at the time of acquisition and at the time of placement, possess suitable temperament to be trained for their intended purpose to serve as facility based Therapy Dogs in Clients schools. The Client shall be the owners of the dogs. In the event one or more of the dogs is

determined not to be suitable to serve as a facility based Therapy Dog for the Client, the Contractor and Client shall work in good faith to replace that dog.

3. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of \$22,850 for the Services (the "Compensation").

8. A retainer of \$11,425 (the "Retainer") is payable by the Client upon execution of this Agreement.

9. For the remaining amount, the Client will be invoiced as follows:

Deposit of \$11,425 payable at the start of the project
\$5,712.50 payable September 2019 or when the first dog(s) are ready to be placed.
\$5,712.50 payable September 2020 or once all dogs are ready to be placed,
whichever comes first.

10. Invoices submitted by the Contractor to the Client are due upon receipt.

11. The above Compensation includes all applicable sales tax and duties as required by law.

12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the services of this Agreement.

CONFIDENTIALITY

13. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14. The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the property of the Contractor. The client is granted a non-exclusive limited-use license of this Intellectual Property. The Contractor shall identify for the Client all intellectual property subject to the protections in paragraph 15 and 16.

16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- A. Warwick School District
301 W Orange St., Lititz, PA 17543

- B. Dog Sense LLC
440 Stoney Lane, Lancaster, PA 17603

or to such other addresses as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connections with this Agreement. This indemnification will survive the termination of this Agreement. Nothing in this paragraph is intended to alter, modify or extinguish the rights and immunity protections of the Client, its directors, employees under Pennsylvania's Political Subdivision Tort Claims Act.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

25. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

TITLES/HEADINGS

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

27. Words in the singular mean and include the plural and vice versa. Words in the masculine means and include the feminine and vice versa.

GOVERNING LAW

28. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

SEVERABILITY

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

30. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand

and seal on this 19th day of March, 2019

Warwick School District

Per: _____ **(Seal)**

Dog Sense LLC

Per: _____ **(Seal)**