



United Pet Fund Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on _____, by and between United Pet Fund, of 9401 Towne Square Avenue, Cincinnati, Ohio 45242 (hereinafter referred to as "UPF") and _____, of _____, _____, _____ for the purpose of achieving the various aims and objectives relating to the MOU BETWEEN UPF AND ITS MEMBERS (the "Project").

WHEREAS UPF and _____ desire to enter into an agreement in which UPF and _____ will work together to complete the Project;

AND WHEREAS UPF and _____ are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the MOU BETWEEN UPF AND ITS MEMBERS between UPF and _____.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but are not limited to:

- a. Services to be rendered by United Pet Fund (UPF) include:
 1. For a membership fee, UPF will serve as an umbrella organization to represent its members to the business community as well as the public in solicitation of goods, services, and resources that will benefit the members in the care and handling of animals under their care. Such an arrangement will also help to promote general awareness of the activities and existence of our members.
 2. Free attendance for one member of your organization when UPF holds a continuing education seminar. The second and third members from the UPF Member organization can attend at ½ off the enrollment fee for that seminar.
 3. UPF Membership includes the ability to be able to shop at ReSource in Sharonville for office supplies, furniture, and all the items that may needed to run the business-end of a non-profit. This mutual agreement between UPF and ReSource allows its members to 'shop' there for resources when they would normally not have access to it. More information at www.resourceweb.org . Members will reimburse UPF for their purchases in a timely manner once they are invoiced by UPF.
 4. Ability for UPF Membership to be able to hold events at the UPF Resource Center at 11336 Tamarco Drive, Blue Ash, OH. Scheduling to be arranged on mutually agreed upon times.
 5. New Members will be receiving at No Charge a copy of the book, ***The Essential Fundraising Handbook for Small Nonprofits***, put out by The Nonprofit Academy.
 6. Volunteer Consultancy for your organization via Caitlin Lewis, CVA. UPF will cover one half of her fees for support materials or a direct evaluation and consultancy on your present volunteer program.
 7. UPF will provide a forum for the news of your organization to get out to the public via Social Media, and other cooperative advertisements.
- b. Services to be rendered by _____ include:
 1. Recipient Group to abide by the terms and conditions set for below:

- a) That food and supplies ("Donated Goods") SHALL ONLY be used for animals in its care or control (e.g. foster program) and that they shall not be
 - a. redistributed without express written consent of United Pet Fund, or other donor, or
 - b. sold, rented or exchanged for other goods or services, or
 - c. presented for refund.
- b) That pet food shall not be fed to ruminant animals and expressly agrees to abide by this prohibition. DO NOT FEED TO CATTLE OR OTHER RUMINANTS.
- c) That it has sufficient and secure storage for Donated Goods that will not allow the donated resources to be destroyed. Facilities for the handling and storage of UPF Pet Food Resources must be: 1] sanitary and free from rodent, bird, insect and other animal infestation; 2] safeguards against spoilage and other loss due to temperature and environmental concerns – water damage; 3] allow for proper ventilation by keeping the food off the floor if at all possible.
- d) To contact United Pet Fund for instructions regarding disposition of any Donated Goods that are not used for any reason.
- e) That Donated Goods or services are provided on an "as is" and "as available" basis.
- f) To release United Pet Fund, and its distributors; and its Donor(s) from any liability arising from the condition of Donated Goods and further agrees to indemnify and hold harmless United Pet Fund, its distributors, and its Donor(s) against any and all damages, losses, claims, causes of action, and suits of law or in equity or any obligation whatsoever arising out of or attributed to any action of in connection with Recipient Group's receipt, handling or use of Donated Goods.
- g) That to the extent permitted under applicable law, in no event shall United Pet Fund; its distributors; or its Donors(s), including their respective officers, employees, directors, affiliates or volunteers, be held liable for any direct, indirect, incidental, special, consequential or exemplary damages.
- h) To abide by restrictions or conditions of distribution, if any, imposed by the Donor(s) and communicated to the Recipient Group. If a Member receives a Veterinary Prescription Diet among their resources, it shall only be used for feeding pets that are in the care and control of Recipient and shall not be distributed with any pet adoption package or for any owner retention program unless a small

amount is needed to make a transition until the adopted animal's newly adopted owners have time to acquire more food.

- i) To permit monitoring and use of data by United Pet Fund, its Marketing Group, or Donor representative to the extent reasonable and necessary to verify that receipt, handling and distribution of Donated Goods conform to these Terms and Conditions.
2. To follow ethical standards and best practices for operating an animal shelter, rescue, foster-home system, advocacy group for the animals under their care. UPF will provide its members with various guides and practice standards that have been established by a number of organizations across the country. These may be freely used to help set these standards for your organization. Among those references will be the HSUS/ PETSMART CHARITIES RESCUE GROUP BEST PRACTICES GUIDE, BARC – HOUSTON - FOSTER POLICIES & PROCEDURES MANUAL, and HUMANE SOCIETY OF GREATER DAYTON'S FOSTER PARENT APPLICATIONS. UPF will provide these resources to our members in either electronic or written format (if requested) to facilitate the best care for the animals under your watch.
3. To provide to United Pet Fund, at no cost to either, and with no restrictions on use, photos and videos of its activities that will allow UPF through public relations show the good that is being performed with donated goods and resources.
4. To identify United Pet Fund as the source of Donated Goods in any press releases, articles, or social media announcements. Press releases should be pre-approved by United Pet Fund.
5. Written agreements between Recipient Group and United Pet Fund are hereby incorporated by reference. Recipient Group agrees that United Pet Fund has the sole right to resolve conflicts, if any, between this Donated Goods Receipt and other agreements between the parties.
6. Provide Census information for the animals under the care of your organization (as deemed necessary) in a timely manner to allow for an equitable distribution of resources.
7. Provide Census information for the animals under the care of your organization (as deemed necessary) in a timely manner.
8. On the pickup of resources the UPF Member will be expected to:
 - a) Be on time, or let UPF volunteers know if they will be late.
 - b) Cooperate with UPF volunteers in the loading of resources,
 - c) At all times in dealing with other animal rescues, shelters, and advocacy groups, keep up a spirit of cooperation with no mean-spirited talk about other groups, volunteers, or animals under their care. UPF seeks to implement a 'CULTURE OF RESPECT' among its community members.

d) Let UPF know if you have any excess resources that can be shared with the UPF Community. By the sharing of resources, the whole community wins.

e) All members should act in a professional and ethical manner that will not reflect poorly on the UPF Community.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. UPF agrees to provide the following financial, material and labor resources in respect of the Project:

United Pet Fund will act as an umbrella organization in representing its members to the business community and the public for donation of resources that can benefit its members. UPF will, in addition to soliciting donations of resources, facilitate the collection and distribution of these resources in an equitable manner, on a timely schedule. UPF also reserves the right to charge an administrative fee for some of the resources to help cover normal expenses that it takes to run its facilities and pay for transportation expenses.

- b. _____ hereby agrees to provide the following financial, material and labor resources in respect of the Project:

United Pet Fund members will be asked to pay an annual membership fee as determined by the UPF Board. This membership fee will be good for a calendar year from the date it was received by UPF. UPF Members will also agree to pay an administrative fee as deemed appropriate by UPF for Resources, and other services that are rendered by UPF for its members (ReSource purchases, seminar fees, etc.). Such fees should be paid on a timely basis to keep UPF from 'carrying the organization' for a length of time for these services and resources.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from _____ until _____. The term can be extended only by agreement of all the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Ohio.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would

become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- c. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- d. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- e. To the extent possible, each Partner will participate in the development of the Project.
- f. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- g. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- h. This Memorandum will be effective upon the signature of both Partners.
- i. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the MOU BETWEEN UPF AND ITS MEMBERS:

Signatories

This Agreement shall be signed on behalf of United Pet Fund by Zeke Zekoff, DVM, President, and on behalf of _____ by _____.

This Agreement shall be effective as of the date first written above.

United Pet Fund
By Zeke Zekoff, DVM, its President

Organization: _____

Printed name of Signatory: _____

By _____, its _____