



NCAEP COVID-19 Relief Fund

This Memorandum of Understanding (the “MOU”) is made as of the date last set forth below

(the “Effective Date”), by and between the Northern California Association for Equine Practitioners (NCAEP), a not-for-profit organization, and [_____] (“Veterinarian Recipient”) with an address of

[_____]

(each a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the NCAEP is a not-for-profit organization that exists to improve the welfare of horses;

WHEREAS, Veterinarian Recipient is a duly licensed U.S.-based NCAEP-member veterinarian;

WHEREAS, The NCAEP desires to help cover the cost of providing certain veterinary treatment for animals that might not otherwise be able to receive care (each, an “Animal”); and

WHEREAS, the Parties wish to enter into a mutually beneficial relationship whereby the NCAEP may provide funds to Veterinarian Recipient for certain veterinary services provided to Animals in accordance with the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Treatment. Veterinarian Recipient may from time to time provide veterinary treatment for Animals in its sole discretion. If the treatment provided is eligible for NCAEP funds in accordance with the criteria described in Section 2 below, Veterinarian Recipient may seek such funds from the NCAEP for the cost of such treatment in accordance with Section 4 below.
2. Eligibility. The NCAEP may, in accordance with Section 4 of this Agreement, provide funds related to the cost of any practical medical care that efficiently and effectively reduces the

suffering of an Animal, limited to emergency stabilization procedures, and humane euthanasia and disposal. Notwithstanding the foregoing, the NCAEP shall only provide such funds for care provided to equines who would not otherwise have access to veterinary care without undue financial hardship of the equine's owner due to loss of income directly related to the 2020 coronavirus pandemic. The maximum reimbursement amount is six hundred dollars (\$600) per Animal, with a maximum allotment of two thousand dollars (\$2,000) per Veterinarian Recipient. Eligibility for funds is limited to NCAEP members..

3. Client Agreement. The Veterinarian Recipient hereby agrees that, before providing any services to an Animal, Veterinarian Recipient will require the Animal's owner (the "Client"), to sign a Client Agreement in the form of Exhibit A hereto.

4. Cost of Veterinary Care. The Veterinarian Recipient may utilize the NCAEP grant process to seek funds related to the services provided pursuant to this Agreement.

5. Provision of Records. Veterinarian Recipient agrees to submit the following documentation to the NCAEP within thirty (30) days following the provision of veterinary services:

- a. A Client Agreement signed by the Client;
- b. A medical record detailing the care provided;
- c. An invoice for the cost of the care provided based on the actual cost of any drugs or supplies used (such as bandage materials) and not include any additional price mark-ups; and
- d. The Veterinarian Recipient agrees that the NCAEP may contact Veterinarian Recipient at any time to collect data related to medical records, veterinary services, and any other information regarding services provided to Animals in accordance with the terms of this agreement.

6. Liability and Indemnification. Neither Party shall hold the other Party liable for any loss or expense, including any loss or expense incurred as a result of third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other Party did not act with gross negligence and/or intentional misconduct. The Veterinarian Recipient shall not attempt to hold the NCAEP responsible for any illness or injury to any Animal, nor for any damages that any Animal or Client may cause to any person or property. The Veterinarian Recipient shall defend, hold harmless and indemnify the NCAEP and their officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the Veterinarian Recipient related to this MOU.

7. Miscellaneous. Both the Veterinarian Recipient and the NCAEP agree to comply with all state, federal and local laws and ordinances applicable to this MOU and/or to the care of any Animal. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture. Nothing in this MOU shall be so construed as

to provide either Party with the authority to bind the other to any agreement, undertaking, cost liability or expense of any nature without the express written consent of the other.

8. Term. This MOU shall begin on the Effective Date and shall remain in effect until terminated in the sole discretion of the NCAEP upon fourteen (14) days' notice to Veterinarian Recipient.

9. Entire Agreement. This MOU constitutes the entire agreement between the Parties and replaces all prior oral or written agreements between the Parties.

[Signature page follows]

Agreed to by:

Northern California Association of Equine Practitioners

Name:

Title:

Date:

[Veterinarian Recipient]

Name:

Title:

Date:

Exhibit A

Client Agreement

Veterinarian Recipient:

Name: _____

Address: _____

Phone #: _____

Animal Description: _____

By signing below, I, being of legal age (at least 18 or the age of majority in the state where I reside), the owner or authorized representative of the animal described above (the "Animal"), and lawfully authorized to make decisions on the Animal's behalf, hereby acknowledge and agree as follows with regards to the care provided for the Animal by the Veterinarian Recipient named above:

1. Veterinarian Recipient may provide to the Northern California Association of Equine Practitioners ("NCAEP") (a) my contact information, (b) my Animal's medical records, and (c) any other information regarding my Animal and/or its treatment.
2. I hereby agree that the NCAEP may contact me regarding my experience. By signing this form, you agree to permit the NCAEP to use all information related to this animal's care or services to help other horses and clients.
3. The NCAEP makes no representation or warranty whatsoever regarding the services provided by Veterinarian Recipient, and in no event shall the NCAEP be liable for any damages of any kind, including any indirect, punitive, general, special, incidental, or consequential damages, incurred as a result of the services provided by Veterinarian Recipient.

I HEREBY WARRANT THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, REALIZE THIS AGREEMENT IS AN ENFORCEABLE LEGAL DOCUMENT, AND VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Client Signature: _____ Date _____

Client Name: _____

Client Address: _____

Phone #(s): _____

Emergency Contact: Name _____ Phone#: _____