

ANIMAL POUND AND SHELTER SERVICES AGREEMENT

THIS AGREEMENT is made, entered, and executed this the 18th day of December 2020, by and between The Township of Byram, a New Jersey Municipal Corporation (hereinafter "Subscriber"), and Byram Animal Rescue Kindness Squad Inc., a New Jersey Non-Profit Corporation (hereinafter "Provider"). The parties contract and agree as follows:

1. The term of this agreement shall be for three years, commencing on January 1, 2021, and expiring on December 31, 2023. Either party may cancel this agreement at any time for any reason with ninety days' notice to the other party. Such notice shall be given in writing pursuant to the terms of this agreement.

2. The Provider operates an animal shelter located at 10 Mansfield Drive, Byram Township, Sussex County, New Jersey (hereinafter the "Shelter"). Provider hereby agrees to provide animal pound and shelter services to Subscriber, pursuant the terms defined and discussed herein. The Provider shall operate and maintain the Shelter as required by N. J. A. C. 8:23A.

3. Provider authorizes and allows Subscriber and its designees to bring captured dogs and cats to the Shelter on an as-needed basis. Subscriber will have access to the pound to deliver a cat or dog at any time.

4. Provider will accommodate delivered cats and dogs in the Shelter for the mandatory holding period, as required by N. J. A. C. 8:23A-1.1.
 - a. In the event the animal is claimed by its rightful owner, the owner of the animal shall be responsible for payment of any daily boarding fees and pickup fees. These fees will be negotiated and mutually agreed upon and are defined in Attachment A attached hereto. Further, the owner of the animal will be responsible for any required veterinary costs during the lodging. This payment shall be made by the animal owner directly to the Provider.

 - b. In the event the animal is not claimed within the required hold period, Provider shall invoice Subscriber for the daily boarding fees, as defined in Attachment A. Further, the Provider shall invoice Subscriber for any veterinary costs to prepare animals for adoption. The aforementioned veterinary care shall include, but not be limited to neutering, spaying, rabies vaccination, and feline leukemia testing.

5. Provider will take full ownership of any unclaimed animal after the required hold and will continue to house and care for those unclaimed animals and will make every attempt to place them in responsible homes at Providers sole discretion and cost. In the event of euthanasia/disposal, the cost (also defined in Attachment A) shall be the responsibility of Subscriber.

6. All costs that are to be borne by the Subscriber shall be billed together on one invoice delivered to Subscriber once per quarter. Subscriber shall have thirty (30) days from the date of quarterly billing to make payment in full to Provider. Payments received more than thirty (30) days after the above listed due date (60 days after billing date) shall be subject to an interest fee of eight (8%) per centum retroactive to said due date.
7. Provider shall issue a certificate of insurance to the Subscriber and list the Subscriber as additionally insured on a primary and non-contributory basis for General Liability upon said insurance certificate.
8. Insurance Requirements:
 - a. General Liability and Property Damage Insurance with limits of not less than \$1,000,000 any one accident and aggregate limits of \$2,000,000, to protect the Township of Byram, its elected officials, departments, agencies, boards, commissions, officer, officials, agents, servants, administrators, and employees against all claims.
 - b. Workers Compensation and Employers Liability Insurance with Statutory Limits and a minimum of \$500,000 Employers Liability, to protect the Township of Byram its elected officials, departments, agencies, boards, commissions, officer, officials, agents, servants, administrators, and employees against all claims.
9. The Provider shall indemnify, defend, and hold harmless the Township of Byram, its elected officials, departments, agencies, boards, commissions, officer, officials, agents, servants, administrators, and employees from and against any and all liability arising out of any work or service that Provider provides to Subscriber, resulting in injury, death or property damage to any person or entity. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey Law.
10. Impoundment other than strays but required by State law or regulation shall be subject to a case-by-case agreement with Provider for housing and medical needs. Examples of this are a large number of animals at one time, such as in a hoarding situation or the trapping of feral cats, animal cruelty cases, or the impoundment of an animal suspected as vicious or potentially dangerous.
11. All notices to Provider shall be sent to: Byram Animal Rescue Kindness Squad Inc., PO Box 593, Stanhope, New Jersey 07874.
12. All notices to Subscriber shall be sent to: Township Manager, The Township of Byram, 10 Mansfield Drive, Byram, New Jersey, 07874.
13. All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.
14. This agreement contains all of the terms and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in

writing signed by all parties hereto or their respective successors in interest.

15. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

16. This Agreement shall be governed in accordance with the laws of the State of New Jersey.

(continued, next page)

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused there properly and duly authorized officers to execute and deliver this agreement as of the day and year first written above.

WITNESS the signatures of the parties, this the 18th day of December 2020.

Subscriber, The Township of Byram

Signature: _____
By: _____
Title: _____

Provider, Byram Animal Rescue Kindness Squad, Inc.

Signature: _____
By: _____
Title: _____

Attachment A

Pickup fee, during normal business hours (between 9a to 4:30p, Monday – Friday): \$30

Pickup fee, outside normal business hours, or on legal holidays: \$50

Boarding of cat: \$20/day
Boarding of dog: \$25/day
Quarantine of cat: \$40/day
Quarantine of dog: \$50/day

Disposal fee, cat: \$50
Disposal fee, dog: \$100

Additional impound fee for animals that are quarantined or animals that are found to be "vicious"
or "potentially dangerous," pursuant to N.J.S.A. 4:19-19: \$20 per animal, per calendar day