This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022, by and between OHIO COUNTY, KENTUCKY, by approval of the Ohio Fiscal Court, with an address of 130 E. Washington Street, Hartford, Kentucky 43247, hereinafter referred to as “Ohio County” and the FEARLESS FRIENDS ANIMAL RESCUE, LLC, with a mailing address of 32 Maple Lane, Beaver Dam, Kentucky 42320, hereinafter referred to as “Fearless Friends”.

WITNESSETH

WHEREAS, Ohio County had previously operated an animal shelter, located at 1802 Country Club Lane, Hartford, Kentucky (“Shelter”), at which it received, cared for and enforced animal control laws within the county; and

WHEREAS, Ohio County no longer uses the aforementioned facility; and

WHEREAS, Ohio County and the Fearless Friends wish to enter into an agreement that would continue to allow the Animal Control Officer to enforce various Kentucky Statutes as it relates to animals and would also allow the Fearless Friends to handle some rescues when animals are brought to the Ohio County Animal Shelter.

NOW THEREFORE, the parties hereto do mutually agree to the following:

1. This agreement shall be for a term commencing on the date of execution hereof and continuing for a term of one year from the date of execution. Notwithstanding the foregoing upon expiration of the initial term and upon expiration of each renewal term thereafter, this agreement shall be automatically renewed for a term of one year. However, the parties agree that either party may terminate this agreement at any time for any reason whatsoever and/or for no reason whichever the case may be upon fourteen (14) day written notice to the other party.

2. The Fearless Friends in consideration of the love it has for all animals, agrees to possibly receive (after any stray hold at the Ohio County Animal Shelter) a number of live dogs, cats or other animals, excluding livestock and other farm animals, delivered to the shelter by the Ohio County Animal Control Officer, employees of the Ohio County and citizens at large. Fearless Friends, at its own cost, will feed, care for and dispose of said animals as the case may be including any adoption (after the required hold period) consistent with any applicable Ohio County ordinance and the federal, state and/or local laws. The Ohio County Animal Control Officer shall solely determine which animals may be delivered to Fearless Friends.

3. Fearless Friends shall maintain complete and accurate records of any actions it takes with respect to any animals it deals with at the Shelter and pursuant to this agreement. Fearless Friends in all actions it performs shall maintain a clean and sanitary condition at all times. It shall properly care for and protect any animals delivered to it in a humane and decent manner. As to all operations of Fearless Friends it agrees to comply with any and all federal, state, and local guidelines, laws, ordinances, rules, statutes, and regulations.

4. The parties agree that any and all stray animals as determined by Ohio County shall remain the responsibility of Ohio County as long as the animal is under stray hold. Upon expiration of the stray hold this is when Fearless Friends may be considered as receiving an animal consistent with section 2 of this agreement. After the stray period has ended the length of time at the Shelter of a Shelter animal shall be at the discretion of the Fearless Friends (not the main Ohio County Shelter only those delivered to the Shelter at 1802 Country Club Lane, Hartford, Kentucky). However, Ohio County can determine the stay to be excess if in its discretion the time is unreasonable should additional space be needed for new animals.

5. As a result of the aforementioned, the Fearless Friends will be responsible for all medical bills of any sick or injured animal when the animal becomes responsibility of the Fearless Friends.

6. Fearless Friends will continue to maintain and upkeep the building, appliances and grounds of the Shelter (1802 Country Club Lane, Hartford, Kentucky) in a proper and sanitary condition. Fearless Friends accepts the property **“AS IS”** without any warranties of any kind.

7. It is expressly understanding that the Fearless Friends is, in all respects, an independent contractor, and Ohio County is not responsible for any acts whatsoever of the Fearless Friends.

8. The Fearless Friends shall indemnify and hold harmless Ohio County, its successors, assigns, elected officials, and employees, from and against any and all losses, damages, liabilities, reasonable attorneys’ fees and costs, actions, suits, other claims arising out of Fearless Friends’ exercise of any rights herein. The Fearless Friends shall reimburse the County upon demand for any payment made by County at any time with respect to such losses, damages, liabilities, attorneys’ fees and costs, actions, suits or other claims to which the foregoing indemnity applies. The Fearless Friends recognizes and accepts any and all risks associated with unpredictable animal behavior. The Fearless Friends specifically assumes all risks arising out of or relating to the care and handling of the animals. The Fearless Friends recognize that Ohio County makes no representation whatsoever as to the past history of the animals and whether or not they are safe animals.

9. The Fearless Friends shall not be permitted to assign its interests and rights herein unless approved in writing by the Ohio County Judge Executive.

10. Ohio County is not responsible for the loss or theft of, or damage to, personal property on the Ohio County’s premises, whether held in storage or not that is owned by the Fearless Friends. Fearless Friends will take all precautions to avoid loss or theft of, or damage to, its personal property. In the event of such loss, or damage, the Fearless Friends agrees to hold Ohio County harmless from and against any and all claims, actions, costs, expenses and demands in respect to such theft, loss or damage, however caused, arising out of or in connection with the use of the Ohio County Animal Shelter.

11. Fearless Friends shall secure, at its own expense, all personnel necessary to carry out its obligations under this agreement. Such personnel shall not be considered employees of Ohio County. Fearless Friends shall ensure that its personnel are instructed that they do not have a contractual relationship with Ohio County. Fearless Friends shall train its employees concerning all applicable federal, state and local laws, rules, guidelines, statutes and/or ordinances regarding animal care and control.

12. Fearless Friends has read the entire contents of this contract and agrees that all terms and conditions pertinent hereto are included in this writing, and agrees that no verbal agreements or understandings of any kind shall be binding upon the parties.

13. This Agreement may not be amended or altered except by an instrument in writing executed by Ohio County and Fearless Friends.

FEARLESS FRIENDS ANIMAL RESCUE, LLC

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HEATHER SMITH

Member/Manager

OHIO COUNTY, KENTUCKY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAVID JOHNSTON, JUDGE EXECUTIVE

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNE MELTON