

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2015-097**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, with the concurrence of the Resources and Community Support Committee, to approve the attached agreement between Hardin County and Home Again of Summit, New Jersey. The agreement provides for shelter data and software to offer microchip implantation and pet recovery services at the County Animal Shelter.

BE IT FURTHER RESOLVED, to authorize the Judge/Executive and the County Attorney to execute the contract.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 26 May 2015.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk



HOME AGAIN SHELTER AGREEMENT

This Home Again Shelter Agreement (“**Agreement**”), effective as of May 4, 2015 (“**Effective Date**”), is between Intervet Inc., d/b/a HomeAgain, 556 Morris Avenue, Summit, NJ 07901 (“**Home Again**”), and the animal shelter or other animal care facility listed below (“**Shelter**”). HomeAgain represents and warrants that it is the successor-in-interest to Schering-Plough HomeAgain, LLC and any and all references to Schering-Plough HomeAgain LLC in this Agreement, HomeAgain’s marketing materials, HomeAgain’s website, any Customer License Agreement and any other documents relating to this Agreement will apply *pari passu* to Intervet Inc.

1. **Shelter Data and Software.** Shelter participates in the microchip implantation and pet recovery services offered by Home Again (“**HomeAgain® Program**”). Shelter agrees to allow Home Again and its business partner, Shelter Management Pty Ltd. and its affiliates (collectively, “**SMPL**”), to access and collect data about Shelter’s clients and their pets (“**Shelter Data**”) through the use of certain software supplied by SMPL (“**Software**”). Effective as of the same Effective Date of this agreement, Shelter and SMPL will enter into a Customer License Agreement (“**License Agreement**”) for the provision of the Software described therein, commonly known as “Shelter Buddy”. **HOME AGAIN WILL HAVE NO LIABILITY TO SHELTER ARISING OUT OF OR RELATING TO THE SOFTWARE AND/OR ITS INSTALLATION, USE, MAINTENANCE, INTERFACE, SUPPORT OR PERFORMANCE.**
2. **Requirements.**
 - 2.1 Subject to meeting the requirements set forth in Section 2.2, Home Again will (i) pay (on Shelter’s behalf) SMPL’s monthly fee for standard maintenance, hosting and customer support for the Software for the term of this Agreement as long as the shelter meets the minimum enrollment requirement as set forth in 2.2(h) below, and (ii) pay (on Shelter’s behalf) all services defined in Appendix A (collectively, the “**Start-Up and Ongoing Costs**”). Shelter may request from SMPL additional services, the cost of which will be the responsibility of Shelter which include, but are not limited to, the services listed in Appendix B.
 - 2.2 In exchange for the payment by Home Again pursuant to Section 2.1, Shelter agrees:
 - (a) to purchase exclusively the HomeAgain® brand microchips with prepaid enrollments;
 - (b) that prior to adoption each dog and cat will be implanted with a microchip;
 - (c) to provide to Home Again, daily during the term of this Agreement, pet owner contact information, alternate contact information, and pet information including microchip identification number (“**Enrollment Data**”) for each adopted dog and cat;
 - (d) to enroll HomeAgain® brand microchips exclusively in the HomeAgain® Pet Recovery Service;
 - (e) to begin sending Enrollment Data to Home Again for adopted dogs and cats within 90 days from the Effective Date;
 - (f) to send to Home Again each update of pet owner contact information using the Software;
 - (g) to be invoiced \$9.99 for each new Home Again enrollment that is not a Home Again prepaid enrollment and to pay in full each invoiced amount within 30 days from the date of receipt;
 - (h) to enroll in the HomeAgain® Program a minimum of 800 enrollments in each calendar year during the term of this Agreement;
 - (i) to include the following statement in the adoption contract/receipt (and owner redemption receipt if Shelter chooses to send Enrollment Data for pets returned to an owner): *“Your pet is implanted with a microchip and will be enrolled in the HomeAgain® Pet Recovery Service. For that reason, we share your contact and pet information with Home Again, which provides pet recovery and wellness services. Your contact information will be retained and used by Home Again solely for the purpose of delivering the services and products under the HomeAgain® Program. For more information on the HomeAgain® Program, please visit www.homeagain.com.”*;
 - (j) if Shelter has a public-facing website, to include in such website a link to www.homeagain.com; and
 - (k) to launch the HomeAgain® Program at the Shelter’s facility(ies) within 90 days from the Effective Date. As used in this Agreement, a Shelter will be deemed to have “launched” the service at the time that Home Again begins receiving pet enrollments that originate from the Shelter.
 - 2.3 If Shelter fails to launch the service within 90 days from the Effective Date, Home Again will be entitled to recover from the Shelter the Start-Up Costs paid on Shelter’s behalf pursuant to Section 2.1 of this Agreement.

3. Ownership.

3.1 Ownership Rights and License. As between Home Again and Shelter, Shelter will own all right, title and interest in and to the Shelter Data that is collected from Shelter using the Software, except that Home Again will have the right to use such Shelter Data as provided in Section 3.2 below. Shelter hereby grants to Home Again a non-exclusive, worldwide, irrevocable, perpetual, royalty-free, fully paid-up license to use the Shelter Data for the purposes set forth in this Agreement.

3.2 Use of Shelter Data. Home Again will not sell or rent any Shelter Data obtained from Shelter. Please consult our Privacy Notice which may be found online at www.homeagain.com to understand the ways in which we collect, use, and disclose personal information.

4. Term and Termination. The initial term of this Agreement will begin on the Effective Date and will continue for 1 year(s) following the date that the Shelter is deemed to have "launched" the service under Section 2.2(m)("Initial Term"). Following the Initial Term this Agreement will automatically continue in force on at "at-will" basis, and may be terminated by either party without cause upon 30 days prior written notice to the other party. In addition, this Agreement may be terminated (either during the Initial Term or thereafter) by either party immediately upon written notice to the other party in the event of a material breach, which the breaching party fails to cure promptly. The provisions of Sections 3, 5, and 7 will survive the expiration or termination of this Agreement.

5. Confidentiality. Home Again and Shelter agree to be bound by the terms and conditions and privacy policy, as amended from time to time, set forth on the homeagain.com website.

6. Notices. All notices and other communications provided for herein shall be in writing addressed as set forth on the signature page hereof and shall be deemed delivered (a) upon personal delivery, (b) one day after being sent by facsimile with telephone confirmation of receipt, or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

7. Arbitration of Disputes. Any dispute arising out of or in connection with this Agreement must be asserted within 1 year from the date the material facts giving rise to such dispute have occurred and will be resolved by arbitration in accordance with the then-current Rules of the American Arbitration Association, by a sole arbitrator. The place of arbitration will be Newark, New Jersey, or such other place as may be agreed by the parties. The arbitrator will have no authority to award punitive or exemplary damages or any other monetary damages not measured by the prevailing party's actual damages.

8. Governing Law; Amendment; Entire Agreement; Etc. This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its principles or rules of conflict of laws; (b) may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument; (c) may be amended or supplemented only by written instrument signed by each of the parties hereto; (d) does not create a partnership, joint venture, agency, employment or other similar relationship between the Parties or authorize a Party to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other party; (e) shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this Agreement or any provision hereof; and (f) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

BY SIGNING THE FOREGOING HOME AGAIN SHELTER AGREEMENT, SHELTER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

AUTHORIZED HARDIN CTY GOVERNMENT REPRESENTATIVE

INTERVET INC.

NAME: HARRY L. BERRY

NAME: LISA DACUK-JULIUS

SIGNATURE: 

SIGNATURE: _____

TITLE: HARDIN COUNTY JUDGE / EXECUTIVE

TITLE: DIRECTOR OF SHELTER PROGRAMS

SHELTER NAME: HARDIN COUNTY ANIMAL CONTROL
SHELTER REP: GERALD P. FOLEY, DIRECTOR

Address:
220 PETERSON DRIVE
ELIZABETHTOWN, KY 42701

Address:
556 MORRIS AVENUE
SUMMIT, NJ 07901

Phone: 270-769-3428

Phone: 908-473-3352