



Patchogue Rotary Animal Assisted Therapy, Inc.

639 Route 112 Patchogue, New York

631-207-9325 • praatinc.org • Info@praatinc.org

**PATCHOGUE ROTARY ANIMAL ASSISTED THERAPY
("PRAAT") AGREEMENT**

AGREEMENT dated _____, by and between Patchogue Rotary Animal Assisted Therapy, Inc., a New York Not For Profit 501(c)(3) Corporation, with an address at **639 Route 112, Patchogue, New York 11772** (hereinafter referred to as "PRAAT") and _____ located at _____, **New York** _____ (hereinafter referred to as "Client").

WHEREAS: PRAAT is a volunteer organization having the purpose and goal of enhancing the physical and mental well-being of people residing in medical facilities and other settings; as well as assisting children and others in schools and/or library settings by providing comfort and healing through the human-animal bond utilizing supervised visits with PRAAT-certified dogs; and

WHEREAS: Client is dedicated to promoting health and well-being of its participants: and

WHEREAS: Client recognizes that the services of PRAAT could assist Client in furthering its mission; and

WHEREAS: Both Client and PRAAT recognize that Client's patients, readers and/or students (referred to herein as "participants") may benefit from PRAAT's volunteer services; and

WHEREAS: PRAAT and Client are desirous of entering into a relationship in which PRAAT shall provide volunteer services to Client's participants on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the other good and valuable consideration as recited herein, the adequacy and receipt of which each of the parties hereby acknowledges, it is hereby agreed as follows:

DUTIES AND OBLIGATIONS OF CLIENT

1. Client shall, at its own cost and expense, identify any of its participants that desire to be visited by a canine member of the PRAAT team, along with said canine's PRAAT-certified owner/handler.

2. After a participant is identified, Client shall contact PRAAT's designated coordinator to coordinate the date, time and location of the visits. At no time during the term of this agreement shall Client contact or attempt to contact any of PRAAT's volunteers directly to request or coordinate PRAAT visits to Client's participants.
3. Client shall take good and reasonable care in making sure that PRAAT and its volunteers are not invited into an environment that would be unsafe or hazardous to the PRAAT canine or said canine's owner/handler. In addition, Client shall insure that there shall be at least one (1) of Client's adult representatives present at PRAAT's visits to Client's participants and PRAAT shall not conduct any visits without the presence of such representative at the location of the visit.
4. Client shall give PRAAT reasonable notice of any request for PRAAT's services.
5. Client hereby acknowledges that PRAAT will use its best efforts to reasonably accommodate Client with regard to the visits requested to Client's participants. Client further acknowledges that PRAAT's ability to provide such visits is completely dependent upon the number and availability of PRAAT certified volunteers at any given time. Failure by PRAAT to accommodate Client's requests for any visit shall in no way constitute a default by PRAAT, nor will Client or its participant(s) be entitled to any damages. In such event, Client's sole remedy is to terminate this Agreement as to future services by PRAAT, pursuant to the Termination provisions set forth in this Agreement.
6. Client shall provide any and all training it deems necessary for PRAAT and PRAAT's volunteers, above and beyond animal screening and training, at Client's sole cost and expense, including but not limited to emergency protocols.
7. Client shall not request that PRAAT volunteers provide any services to or on behalf of its participants above or beyond the interactions typically associated with handling its canine volunteers and interacting with the participant(s) in Client's facilities.
8. The Client is solely responsible for ensuring that no participant engages in the program without appropriate written consent/permission from the participant, or, if incapacitated due to age or infirmity, from the appropriate parent or guardian of the participant.
9. Client accepts PRAAT's services on a volunteer basis, and shall not charge or expect reimbursement by PRAAT for any expenses, fees or costs incurred by the Client in its performance of this Agreement.

DUTIES AND OBLIGATIONS OF PRAAT

10. PRAAT shall ensure that the canine handlers wear adequate identification, at minimum, a name tag. PRAAT shall ensure that canine handlers undergo background checks prior to visiting Client's facilities.

11. PRAAT shall ensure that all canines are current on all immunizations required (as determined by PRAAT's veterinarians) and are screened for evidence of parasites and do not participate in volunteer services when infected by such parasites, and are clean on the dates they are present with PRAAT volunteers

12. PRAAT shall ensure that all volunteers clean up after their animals.

13. PRAAT shall provide any and all necessary training to certify PRAAT volunteer canines and PRAAT volunteer canine owner/handlers meet the necessary standards for PRAAT certification, and shall provide evidence of such certification to Client upon the request of Client. Such PRAAT training and certification will be at the sole cost and expense of PRAAT and/or the PRAAT volunteers. All PRAAT canines have been screened, have completed basic obedience training with their owner/handler, and have been evaluated and certified by PRAAT for volunteer services provided. No representation is made as to any certification by any other agency or accrediting institution.

14. PRAAT shall carry the necessary and proper insurance policy for general liability with coverage of at least \$1,000,000 per occurrence \$2,000,000 aggregate, and upon request shall name Client as additional insured or additional interest, and provide evidence of same to Client. In the event any such insurance is canceled or changed, PRAAT shall provide the Client with written notice of same.

15. Notwithstanding anything to the foregoing, PRAAT, its employees, agents, trustees, board members, volunteers, members and any other person or entity associated with PRAAT, shall have the ongoing right, in their own discretion and at their own cost and expense, to solicit donations on behalf of PRAAT, from Client, its participants, their families, employees, agents, board members, volunteers, members and any other person or entity associated with Client.

16. PRAAT shall ensure that its volunteers understand the importance of Client's participants' confidentiality and upon request will execute a confidentiality form if provided by the Client. PRAAT shall not take photographs/videos of participants or publish and photographs/videos of participants without written consent from the participants, or if incompetent due to age or infirmity from the appropriate parent or guardian of the participant.

17. PRAAT volunteers shall not be permitted to be alone with any participant(s) or to leave the Client's premises with any participant(s).

TERM & TERMINATION

18. The provisions of this Agreement shall continue in force from the date set forth above, for a period of five (5) years (the "Term"), at which time this Agreement will terminate automatically, unless renewed in writing by both parties.

19. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party at the addresses listed for notices herein.

20. Upon the natural expiration or earlier termination of this Agreement, all promises, covenants, assurances, and terms hereof shall be null and void and neither party shall have any further obligations to each other.

FORCE MAJEURE

21. The performance of either party hereunder is subject to interruption and delay due to causes beyond its control, including, but not limited to, such as acts of God, acts of any government, war or other hostility, terrorism, civil disorder, weather, fire, power failure, equipment failure, labor dispute, and any other causes that are beyond said party's control.

ASSIGNMENT

22. This Agreement is non-transferable and not assignable without the prior written consent of both parties.

GOVERNING LAW

23. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts executed and to be performed entirely within the State of New York by residents of the State of New York. Any legal actions or proceedings brought to enforce the terms of this Agreement shall only be filed in a court of competent jurisdiction within the County of Suffolk, State of New York.

NON-WAIVER

24. Failure on the part of either party to exercise any rights or privileges granted to it or to insist upon the full performance of all obligations assumed by any party shall not be construed as waiving any such rights, privileges, obligations, or duties, or as creating any custom contrary thereto. Any waiver of any right, privilege, obligation, or duty by either party must be in writing, and if not in writing will not be binding in any way and the written waiver of any right, obligation, or duty by the party shall not operate beyond its terms.

LEGAL FEES

25. In the event any action or proceeding is filed by any party hereto to enforce the terms of this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, disbursements, and actual court costs incurred in the prosecution or defense of such suit or action.

SEVERANCE/SAVINGS CLAUSE

26. If any provision or term of this Agreement is deemed to be in conflict with any applicable statute, rule or law or unenforceable for any reason, then such provision of this Agreement shall

be deemed null and void and severed from the remainder of this Agreement without invalidating any other provision hereof.

TITLE AND HEADINGS

27. The title and headings in this Agreement exist solely for the convenience of the reader and do not limit the subject matter of effect of any term hereof.

ENTIRE AGREEMENT

28. This Agreement (which shall include all addenda and schedules hereto) constitutes the entire Agreement between the parties hereto and shall supersede and replace any and every preexisting contract, agreement, representation, discussion and negotiation between the parties which is not specifically incorporated herein. Any modification, alteration, or deviation from the terms of this Agreement must be in writing and signed by both parties hereto.

NOTICES

29. All notice or notices under this Agreement shall be deemed to have been properly given upon the placing for delivery by certified mail, return receipt requested, or by overnight courier, to the address at the beginning of this written agreement within the time period required by this Agreement.

FURTHER ASSURANCES AND SURVIVAL

30. Both parties shall execute all additional instruments and other documents, and perform all additional acts and cooperate with each other in every other way, which may be requested by either party to carry out this Agreement or the intent hereof.

The parties hereby agree to the terms and conditions of this agreement:

By:
Authorized Client Signature/Title

Date: _____

PATCHOGUE ROTARY ANIMAL ASSISTED THERAPY, INC.

By:
Authorized PRAAT Representative Signature/Title

Date: _____

SCHOOL DISTRICT RIDER TO PATCHOGUE ROTARY ANIMAL ASSISTED THERAPY ("PRAAT")
AGREEMENT DATED _____, 20____ (the "Agreement")

1. In case of conflict between this Rider and the Agreement, the terms of this Rider shall apply.
2. Paragraph 15 of the Agreement is omitted and the following is substituted: "PRAAT, its employees, agents, trustees, board members, volunteers, members and any other person or entity associated with PRAAT, shall not solicit donations on behalf of PRAAT, from the School District, its students, families, employees, agents, board members, volunteers, members and any other person or entity associated with the School District's connection with the volunteer activities in the School District. However, the School District shall consider, in good faith, and be available to discuss with PRAAT, the possibility of involving PTA or other outside school group in hosting a small fundraising project, the proceeds of which would help to offset the program cost."
3. Notwithstanding anything set forth in the Agreement to the contrary, PRAAT shall ensure that canine handlers undergo background checks that meet the requirements of Safe Schools Against Violence (SAVE) Act upon request of the Client.
4. Notwithstanding anything set forth in the Agreement to the contrary, any consent by the Client for photographing or videos of students shall be given by the Superintendent of Schools, the Deputy or Assistant Superintendent of Schools, or their designee.

By:
Authorized Client Signature/Title

Date: _____

PATCHOGUE ROTARY ANIMAL ASSISTED THERAPY, INC.

By:
Authorized PRAAT Representative Signature/Title

Date: _____