

2022 – 2024 PARTNERS IN PROTECTION® SHELTER PROGRAM PARTICIPATION AGREEMENT FOR DISCOUNTS

Sales Information:

Sales Representative: Mark Sellers
District Manager: Chad Moore

Primary Organization Information:

Account #: 3512
Location #:13697
Primary Organization Name: Metro Animal Care & Control
Address:5125 Harding Place
City, State, Zip:Nashville, TN 37211
Email: gill.wright@nashville.gov
Contact Name: Gill Wright
Delivery Address, if different than Shelter Address:Click or tap here to enter text.
Delivery Address City, State, Zip:Click or tap here to enter text.

Secondary Organization Information (if applicable):

Secondary Location #:Click or tap here to enter text.
Secondary Organization Name:Click or tap here to enter text.
Address:Click or tap here to enter text.
City, State, Zip:Click or tap here to enter text.
Email:Click or tap here to enter text.
Contact Name:Click or tap here to enter text.

This Partners in Protection Shelter Program ("PIP") Participation Agreement for Discounts (this "Agreement") is by and between **Boehringer Ingelheim Animal Health USA Inc.**, a Delaware corporation, with a place of business at 3239 Satellite Boulevard, Bldg. 500, Duluth, Georgia 30096 ("Company") and the organization(s) named above having a place of business located at the address(es) as stated above (individually or together, as the case may be, will be referred to as "Shelter").

1. This Agreement is dated Insert current date and made effective as of the last date of signature by the parties from February 1, 2022 through January 31, 2024 ("Term"). Company may terminate this Agreement, upon written notice, at any time for any reason whatsoever.
2. Company will offer certain animal health products ("Products") to Shelter at discounted prices. Provided Shelter commits to purchase a minimum of \$10,000 in vaccine Products during each calendar year of the Term, the list of Products and the discount percentages set forth in the Tier 2 Discounted Percentages Table 2 in Exhibit A attached to this Agreement ("Tier 2 Discounted Percentages") shall apply. All Tier 2 Discount Percentages on Exhibit A will apply at the time of purchase. If either, (a) Shelter elects not to commit to purchase of \$10,000 in vaccine Products during the Term or (b) upon review of Shelter's purchase activity through June of any calendar year it appears Shelter will not meet the \$10,000 commitment for such year, Company's regular Product pricing ("Tier 1 Discounted Percentages") as set forth on Table 1 on Exhibit A shall apply. All Tier 1 Discount Percentages in Exhibit A will apply at the time of purchase.

Shelter elects:

(Shelter to initial election below)

Tier 1 Discount Percentages

Tier 2 Discount Percentages (Shelter commits to purchase a minimum of \$10,000 in vaccine Products during each calendar year of the Term)

3. During the Term of this Agreement, Shelter agrees:
 - a. to maintain its 501(C)(3) status or its status as a publicly supported animal care and control agency, and maintain state licensed kennel facilities.

- b. to maintain an onsite shelter medical clinic or have regular routine onsite visits and support from a licensed veterinarian.
 - c. that the Products purchased by the Shelter may not be sold or otherwise distributed to any third party in any manner not specifically provided for in this Agreement;
 - d. to prominently display and distribute certain promotional materials provided to Shelter by Company;
4. ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE DISCLAIMED BY COMPANY.
 5. Each party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder without violating the legal or equitable rights of any third party.
 6. By participating in the PIP, Shelter understand and agrees that Shelter cannot participate in any other Company promotions featuring the Products.
 7. The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules. Company acknowledges that Shelter is a governmental entity subject to the requirements of Tennessee law including without limitation the Tennessee Governmental Tort Liability Act.
 8. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or verbal. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties. If any part of this Agreement is rendered invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BOEHRINGER INGELHEIM
ANIMAL HEALTH USA INC.

METRO ANIMAL CARE & CONTROL

By: Mark Sellers

By: Gill Wright

Name: Mark Sellers

Name: Gill C Wright III, MD

Title: Lead Sales Representative

Title: Director of Health

EXHIBIT A

TABLE 1

PRODUCT LIST INCLUDING TIER 1 DISCOUNT PERCENTAGES

PRODUCTS		DISCOUNTS
NexGard® HEARTGARD® FRONTLINE® Brand Products	PARAS	Not included in shelter pricing
Canine vaccines and Feline FVRCP	VACCINES	50%
Feline Rabies and Felv vaccines		25%
IMRAB® (rabies)		65%
METACAM® / PREVICOX® / IMMITICIDE® ORAVET®/TRESADERM®	OTHER	25% 6%

TABLE 2

PRODUCT LIST INCLUDING TIER 2 DISCOUNT PERCENTAGES
(Shelter commits to purchase a minimum of \$10,000
in vaccine Products during each calendar year of the Term)

PRODUCTS		DISCOUNTS
NexGard® HEARTGARD® FRONTLINE® Brand Products	PARAS	Not included in shelter pricing
Canine vaccines and Feline FVRCP	VACCINES	65%
Feline Rabies and Felv vaccines		25%
IMRAB® (rabies)		65%
METACAM® / PREVICOX® / IMMITICIDE® ORAVET®/TRESADERM®	OTHER	25% 6%

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Gill C Wright III, MD
0460AC21E1CC408...

Director, Metro Public Health Department

1/18/2022

Date

DocuSigned by:
Tené Hamilton Franklin
8E8F08BF14B1489...

Chair, Board of Health

1/18/2022

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery/mjw
62377A2A8742469...

Director, Department of Finance

DS
RW

DS
TE

1/18/2022

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BE12ED741C...

Director of Risk Management Services

1/19/2022

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

1/19/2022

Date

FILED:

Metropolitan Clerk

Date