

PARTNERS IN PROTECTION® SHELTER PROGRAM PARTICIPATION AGREEMENT FOR DISCOUNTS

Sales Information:

Sales Representative: Mark Sellers
District Manager: Chad Moore

Primary Shelter Information:

Account #:3512
Location#:13697
Primary Shelter Name: Metro Animal Care & Control
Address: 5125 Harding Place
City, State, Zip: Nashville, TN 37211
Email: tina.lester@nashville.gov
Contact Name: Tina Lester
Delivery Address, if different than Shelter Address:
Delivery Address City, State, Zip:

Secondary Shelter Information (if applicable):

Secondary Location#:
Secondary Shelter Name:
Address:
City, State, Zip:
Email:
Contact Name:

This Partners in Protection Shelter Program ("PIP") Participation Agreement for Discounts ("Agreement") is by and between Boehringer Ingelheim Animal Health USA Inc., having its principal place of business at 3239 Satellite Boulevard, Bldg. 500, Duluth, Georgia 30096 USA ("Company"), and the shelter(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 April 18, 2021 and made effective as of as of the last date of signature by the parties through January 31, 2022 ("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 attached to this Agreement as Schedule 1 ("Tier 2 Discounted Percentages") shall apply. All Tier 2 Discount Percentages in Schedule 1 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 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. If an Eligible Shelter's account:
 - a. Is delinquent as a result of late payments or nonpayment, any rebates earned will be applied as a credit memo toward the Eligible Shelter's account.
 - b. Returns on all or part of any order of Products purchased during the Term that impacts the dollar amount of the rebates earned, the difference that is created by such return may be deducted from any subsequent rebates earned during Term or added to the Eligible Shelter's next invoice.

4. 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.
5. 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.
6. 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.
7. By participating in the PIP, Shelter understands and agrees that Shelter cannot participate in any other Company promotions featuring the Products.
8. This Agreement will 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.
9. This 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.
10. 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.

METRO ANIMAL CARE & CONTROL

DocuSigned by:
Tina Lester
By: _____
5EE94599A8D6403...

Name: Tina Lester

Title: Interim Administrative Director

**BOEHRINGER INGELHEIM
ANIMAL HEALTH USA INC.**

By:  _____

Name: Mark Sellers

Title: Lead Sales Representative

EXHIBIT A
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 Feline Rabies and Felv vaccines IMRAB® (rabies)	VACCINES	50% 25% 65%
METACAM® / PREVICOX® / IMMITICIDE® ORAVET®/TRESADERM®/VETALOG®	OTHER	25% 6%

SCHEDULE 1

PRODUCT LIST INCLUDING TIER 2 DISCOUNT PERCENTAGES

PRODUCTS		DISCOUNTS
NexGard® HEARTGARD® FRONTLINE® Brand Products	PARAS	Not included in shelter pricing
Canine vaccines and Feline FVRCP Feline Rabies and Felv vaccines IMRAB® (rabies)	VACCINES	65% 25% 65%
METACAM® / PREVICOX® / IMMITICIDE® ORAVET®/TRESADERM®/VETALOG®	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:
Tina Lester
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Interim Administrative Director
Metro Public Health Department

5/14/2021

Date

DocuSigned by:
Alex Jahanjir
7F973F49A06A4DF...

Chair, Board of Health

5/14/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/MJW
62377A2A87A2469...

Director, Department of Finance

DS
RW *TE*

5/14/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BF12FD741C...

Director of Risk Management Services

5/24/2021

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

5/26/2021

Date

FILED:

Metropolitan Clerk

Date