

# CANINE<sup>SM</sup> CONCIERGE

ON-DEMAND SMILE DELIVERY



## PRO BONO AGREEMENT

**ORGANIZATION NAME:**

organization name goes here

**CLIENT CONTACT NAME:**

person's name goes here

**RATE:**

100% pro-bono (\$XXXX market rate estimate goes here)

**PAYMENT SCHEDULE:**

N/A (100% Pro-Bono)

**PROJECT SCOPE:**

Specific description of project scope goes here.

**PROJECT DELIVERABLES:**

[YOUR COMPANY/NAME] will deliver the following to the Client (the "Deliverables")

List deliverables here and specify format.

Deliverable 2

Deliverable 3

### **PROJECT TIMELINE:**

Estimated project timeline goes here; be ONLY as specific as necessary (i.e. if the client has a hard delivery date deadline). Otherwise, define phases in [X] weeks.

This timeline is only an estimate. [YOUR COMPANY/NAME] will undertake all commercially reasonable efforts to perform its services within the timeframe(s) identified in this proposal. Client acknowledges and agrees that [YOUR COMPANY/NAME]'s ability to meet any and all schedules will be entirely dependent upon Client meeting its obligations to provide materials, approvals, and/or instructions to [YOUR COMPANY/NAME] in a timely manner as contemplated under this agreement. Any delays in Client's performance or changes in the services or Deliverables that the Client requests may delay [YOUR COMPANY/NAME]'s delivery of the Deliverables. Any such delay caused by the Client will not constitute a breach by [YOUR COMPANY/NAME] of any term, condition, or obligation under this agreement.

### **01. PAYMENT LOGISTICS**

N/A

### **02. CHANGES TO PROJECT SCOPE/OVERAGES**

Any changes to the project which require [YOUR COMPANY/NAME] to (i) perform additional work exceeding the scope contemplated under this agreement, and/or (ii) incur additional charges or fees to third parties, must first be agreed to in writing by both [YOUR COMPANY/NAME] and Client (which is understood to include email communications).

### **03. COMPLETION/DELIVERY OF PROJECT**

Any shipping or insurance costs will be assumed by the client. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. Any delay in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer, shall entitle the designer to extend the completion/delivery date, upon notifying the client, by the time equivalent to the period of such delay.

#### **04. REPRODUCTION OF WORK**

Upon completion of the work, and expressly subject to full payment of all fees, costs and expenses due, [YOUR COMPANY/NAME] hereby assigns to the Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the final work. [YOUR COMPANY/NAME] agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

#### **05. REPRESENTATIONS AND WARRANTIES**

By the Client. Client represents and warrants to [YOUR COMPANY/NAME] that (i) Client owns all right, title, and interest in, or otherwise has full right and authority to use, all materials, information, photography, writings and other creative content that it provides for use in the preparation of and/or incorporation into the Deliverables (the "Client Content"), (ii) to the best of the Client's knowledge, none of the Client Content infringes upon the rights of any third party, and use of the Client Content, as well as any trademarks in connection with this project, does not and will not violate the rights of any third parties, and (iii) Client will comply with the terms and conditions of any licensing agreements which govern the use of any third party materials utilized in this project.

By [YOUR COMPANY/NAME]. [YOUR COMPANY/NAME] represents and warrants to the Client that (i) it will provide the services identified in this agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services, (ii) except for third party materials and Client Content, the final Deliverables will be the original work of [YOUR COMPANY/NAME] and/or its independent contractors or volunteers, (iii) any independent contractor whose work is commissioned and incorporated into the Deliverables for this project has granted [YOUR COMPANY/NAME] all the necessary rights, titles, and interest in such work, sufficient to permit [YOUR COMPANY/NAME] to grant Client the intellectual property rights provided in this agreement, and (iv) to the best of [YOUR COMPANY/NAME]'s knowledge, the work provided by it and its subcontractors does not infringe the rights of any party, and the use of such work in connection with this project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope of, or for any purpose not identified in, the proposal or this agreement, or contrary to the terms and conditions contained herein, all representations and warranties of [YOUR COMPANY/NAME] will be void.

#### **06. LIMITATION OF WARRANTY**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, [YOUR COMPANY/NAME] MAKES NO WARRANTIES WHATSOEVER. [YOUR COMPANY/NAME] EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

## **07. INDEMNIFICATION**

By Client. Client agrees to indemnify, save and hold harmless [YOUR COMPANY/NAME] from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances (a) [YOUR COMPANY/NAME] shall promptly notify Client in writing of any claim or suit; (b) Client has sole control of the defense and all related settlement negotiations; and (c) [YOUR COMPANY/NAME] provides Client with costs, losses or expenses arising out of any finding of fact which is inconsistent with [YOUR COMPANY/NAME]'s representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client, provided that (a) Client promptly notifies [YOUR COMPANY/NAME] in writing of the claim; (b) [YOUR COMPANY/NAME] shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide [YOUR COMPANY/NAME] with the assistance, information and authority necessary to perform [YOUR COMPANY/NAME]'s obligations under this section. Notwithstanding the foregoing, [YOUR COMPANY/NAME] shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by [YOUR COMPANY/NAME].

## **08. LIMITATION OF LIABILITY**

THE SERVICES AND THE WORK PRODUCT OF [YOUR COMPANY/NAME] ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF [YOUR COMPANY/NAME], ITS PARTNERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF [YOUR COMPANY/NAME]. IN NO EVENT SHALL [YOUR COMPANY/NAME] BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY [YOUR COMPANY/NAME], EVEN IF [YOUR COMPANY/NAME] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **09. TERM AND TERMINATION**

This Agreement will commence upon the last date of signature below. The Agreement will then remain effective until either the services under this Agreement are completed and delivered, or the project is terminated by either party as set forth below.

This Agreement may be terminated at any time by either party: (i) effective immediately upon notice, or by the mutual agreement of the parties, or (ii) if any party becomes insolvent, files a petition in

bankruptcy, makes an assignment for the benefit of its creditors, or (iii) if any party breaches any of its material responsibilities or obligations under this Agreement, which is not remedied within ten (10) days from receipt of written notice by the other party of such breach.

#### **10. REJECTION**

N/A

#### **11. FORCE MAJEURE**

[YOUR COMPANY/NAME] will not be deemed to be in breach of this Agreement if it is unable to complete its services, or any portion thereof, by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of a [YOUR COMPANY/NAME] team member, or any local, state, federal, national or international law, governmental order or regulation or any other event beyond [YOUR COMPANY/NAME]'s control (collectively a "Force Majeure Event"). Upon occurrence of a Force Majeure Event, [YOUR COMPANY/NAME] will give notice to client of its inability to perform or of delay in completing the services under this Agreement, and will propose revisions to the schedule or accommodations to be made to allow for completion of the project.

#### **12. NO ASSIGNMENT**

Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

#### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

#### **14. SEVERABILITY**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held invalid or unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid or enforceable provision.

**15. INTEGRATION**

This Agreement comprises the entire understanding of the parties on the subject matter herein, and supersedes and merges all prior and contemporaneous agreements, understandings, and discussions between the parties relating to this project. In the event of a conflict between this Agreement and any other writings regarding this project, absent an amendment executed by both parties, the terms of this Agreement will control.

**16. HEADINGS**

The numbering and captions of the various sections are solely for convenience and reference, and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

**ACCEPTANCE OF AGREEMENT:**

The above prices, specifications and conditions are hereby accepted and effective as of the last date of signature below. [YOUR COMPANY/NAME] is authorized to execute the project as outlined in this Agreement. Payment will be made as proposed above.

**CLIENT’S SIGNATURE:**

PRINT NAME: name goes here

DATE: MM/DD/YYYY

**PROJECT TEAM SIGNATURE:**

PRINT NAME: name goes here

DATE: MM/DD/YYYY