

CANINESM CONCIERGE

ON-DEMAND SMILE DELIVERY



BOARD OF DIRECTORS AGREEMENT

I. The Parties. This Board of Directors Agreement (“Agreement”) is made between:

Client: Canine Concierge Corporation with a mailing address of 10304 Eaton Place, Suite 100, Fairfax, VA 22030 (“Client”), and

Member: [] with a mailing address of [] (“Member”).

WHEREAS the Client intends to retain the Member for Services provided, effective [DATE], under the following terms and conditions:

A nonprofit board of directors is **a group elected to govern and oversee the organization’s operations**. The board is responsible for setting the organization’s mission, strategy, and goals and ensuring that the organization operates in compliance with legal and ethical standards.

Nonprofit directors (Board members) are unpaid volunteer legislators who each vote one vote and set the organization's policies and programs. Board members cannot be paid and compensated for their board duties and collectively have all the powers of the organization.

- Per Virginia law, **no Board member shall receive any financial compensation for service on the Board**. The Board may reimburse members for reasonable expenses while serving on the Board. Any member seeking reimbursement shall itemize and document by receipts such expenses under subsection E of § 15.2-7205.
- <https://law.lis.virginia.gov/vacode/title15.2/chapter72/section15.2-7206/#:~:text=No%20Board%20member%20shall%20receive,E%20of%20%C2%A7%2015.2%2D7205.>

II. The Services. The Member agrees to perform the following: [DESCRIBE THE SERVICES].

Hereinafter known as the “Services.”



III. Board Type

Advisory ____ (check to select)

The advisory model is the most traditional model of governance. At the top, the CEO turns to the board for help making organizational decisions. Members of this type of board are typically leaders in their industry who offer advice at no cost to the organization. As they are well-respected in their fields, their participation gains the organization's credibility, notoriety, and reach.

Patron ____ (check to select)

The patron model is like the advisory model, but the members of this board exist solely for fundraising and financial support. They have less sway over the organization's leadership decisions and tap into their wealth and those in their networks.

IV. Due Date. The Services provided by the Member shall: (check one)

- Be completed by [DATE].
- Not have a due date.
- Other. [OTHER].

V. Expenses. The Member shall be: (check one)

- *Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: DESCRIBE REIMBURSEMENT EXPENSES].

*The Client will be required to pay the Member within thirty (30) days of any Expense after receiving an itemized expense statement from the Member. Upon request by the Client, the Member may have to show any receipt(s) or proof of purchase for said Expense(s).

VI. Liability Insurance. The Member agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement.

Independent Contractor Liability Insurance

- <https://www.forbes.com/advisor/business-insurance/general-liability-independent-contractors/>

VII. Termination. This Agreement shall terminate upon the: (check one)

- Completion of the Services provided.
- Date of [DATE]
- Other. [OTHER]



In addition, the Client or Member may terminate this Agreement and any obligations stated hereunder, with reasonable cause, by providing written notice of a material breach of the other party or any act exposing the other party to liability to others for personal injury or property damage.

VIII. Option to Terminate. The Client and Member shall: (check one)

- The option to terminate this Agreement anytime by providing [#] days' written notice.
- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

IX. Board of Directors Status. Under the Internal Revenue Service (IRS) code, the Member is on the Board of Directors, and neither the Member's employees nor contract personnel are, or shall be deemed, the Client's employees.

In its capacity on the Board of Directors, the Member agrees and represents: Member has the right to perform services for others during the term of this Agreement; the Member has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. The Member shall select the routes taken, starting and ending times, days of work, and order in which the work is performed; the Member has the right to hire an assistant(s) as a volunteer or to use employees to provide the Services required under this Agreement. Neither Member nor the Member's employees or personnel shall be required to wear any uniforms supplied by the Client; The Services required by this Agreement shall be performed by the Member, Member's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Member; Neither Member nor Member's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement. The Client shall require neither the Member nor the Member's employees or personnel to devote full-time to the performance of the Services required by this Agreement.

X. Business Licenses, Permits, and Certificates. The Member represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XI. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Member's payments to employees or personnel or making payments on behalf of the Member; Making federal or state unemployment compensation contributions on the Member's behalf; and the amount of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Member is not a corporation, all applicable self-employment taxes. Upon demand, the Member shall provide the Client with proof that such payments have been made.

XII. Benefits of Member's Employees. The Member understands and agrees that they are solely responsible and shall be liable for all benefits provided to their employees, including but not limited to retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XIII. Unemployment Compensation. The Member shall be solely responsible for the unemployment compensation payments for their employees and personnel. The Member shall not be entitled to unemployment compensation concerning the Services performed under this Agreement.



XIV. Workers' Compensation. The Member shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Member hires employees to perform any work under this Agreement, the Member agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Member must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XV. Indemnification. The Member shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XVI. Confidentiality. The Member acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Member for the Member to perform their duties under this Agreement. The Member acknowledges that disclosing to a third party or misusing this proprietary or confidential information would irreparably harm the Client. Accordingly, the Member will not tell or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to, The written, printed, graphic, or electronically recorded materials furnished by Client for Member to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Member gained knowledge as a result of the Member's Services to the Client. Upon termination of the Member's Services to the Client, or at the Client's request, the Member shall deliver all materials relating to the Client's business in the Member's possession. The Member acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

XVII. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress, and deliverables will be the sole property of the Client, and Member hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. The Member retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership of the Work Product.

The Member hereby assigns to the Client all rights, titles, and interests in any photographic images, videos, or audio recordings made by the Client during the Member's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Member's name and/or likeness in advertising and other materials.



XVIII. No Partnership. This Agreement does not create a partnership between the Client and the Member. Unless otherwise directed, the Member shall have no authority to enter contracts on the Client's behalf or represent the Client in any manner.

XIX. Assignment and Delegation. The Member may assign rights and delegate duties under this Agreement to other individuals or entities acting as volunteers ("Volunteer"). The Member recognizes that they shall be liable for all work performed by the Volunteer and shall hold the Client harmless of any liability concerning their completed work.

The Member shall be responsible for any confidential or proprietary information shared with the Volunteer by Sections XVI & XVII of this Agreement. The Member shall be liable if the Volunteer shares any such data with third (3rd) parties.

XX. Governing Law. This Agreement shall be governed under the laws in the State of Virginia.

XXI. Severability. This Agreement shall remain in effect if a section or provision is unenforceable or invalid. All remaining areas and conditions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or extract. In such a case, the affected provision or area shall be enforced as determined.

XXII. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Member shall not operate or be construed as a waiver of any subsequent breach by the Member.

XXIII. Additional Terms and Conditions. [ADDITIONAL TERMS].

XXIV. Entire Agreement. This Agreement and any attachments or addendums represent the entire agreement between the parties. Therefore, this Agreement supersedes prior agreements, promises, conditions, or understandings between the Client and Member.

The Board of Directors is essential to our nonprofit organization, guiding our mission and ensuring its success. We are seeking highly qualified individuals who possess the following qualities and skills, crucial for our board's effectiveness and impact:

- **Passion:** Our board members must be deeply committed to our cause. They will serve voluntarily, dedicating their time and expertise because they genuinely believe in our work.
- **Industry Expertise:** To ensure comprehensive oversight and support, we seek candidates with diverse backgrounds in finance, HR, communication, and other relevant fields. By assembling a board with a wide range of expertise, we have the necessary knowledge to address all aspects of our organization.
- **Diversity:** We recognize that diversity goes beyond race, ethnicity, sexual identity, and class. We value individuals with unique experiences and backgrounds, enabling us to approach challenges from different perspectives. A multi-industry representation on the board further encourages a broader exchange of ideas and innovation.
- **Flexibility:** The board must be prepared for unexpected crises. We require individuals who can adapt quickly and be available when emergencies arise. While respecting their commitments, board members should be willing to prioritize the organization's needs.
- **Project Management:** Effective leadership often entails possessing project management skills. Although the board's role is governing rather than managing, these skills facilitate efficient delegation and oversight of tasks, ensuring the optimal performance of our organization.



- **Fundraising:** While every board member should possess a general understanding of nonprofit fundraising, we acknowledge that this may not be true for all candidates. However, they should demonstrate a teachable mindset and be willing to learn about and contribute to our fundraising efforts post-recruitment.

By attracting board members embodying these qualities and skills, we will form a cohesive, empowered team capable of driving our organization forward. Their combined expertise and dedication will enable us to fulfill our mission and execute our strategic vision. Together, we will make a profound and sustainable impact on our community.

Client Signature: _____ Date _____

Michael Stokes, Director
571-375-5932
mstokes@canineconciierge.vip

Member Signature: _____ Date _____

Print Name _____

