

PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is hereby entered into by _____, a Florida not for profit corporation (“Participant”), located at _____, and the Hillsborough County Veterinary Medical Society (“HCVMS”), a Florida not for profit organization.

RECITALS

WHEREAS, the HCVMS operates a website that features animal related, not for profit charities that it recommends to prospective donors;

WHEREAS, the Participant desires to have HCVMS review and consider Participant for inclusion on the HCVMS’s website and if approved to be featured on said website; and

WHEREAS, the Participant acknowledges and understands that after its review, HCVMS may not select Participant to be featured on said website or if featured that HCVMS may remove Participant from the website based on HCVMS’ periodic reviews.

NOW THEREFORE in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONSENT** (financial). Participant hereby consents to allow HCVMS access to and review of Participant’s financial information, including but not limited to tax returns, balance sheets, profit and loss statements and statement of cash flow as applicable;
2. **CONSENT** (background). Participant hereby consents to allow HCVMS perform all necessary and sufficient background investigations as HCVMS deems necessary in its sole discretion, and to cooperate with HCVMS in said investigation including but not limited to executing any documents or ordering reports or documents as applicable.
3. **CONSENT** (reevaluation). Participant acknowledges and consents to allowing HCVMS periodically reevaluating the Participant in HCVMS’s sole discretion.
4. **CONSENT** (photography). Participant acknowledges and consents to allowing HCVMS to take pictures of Participant’s facilities or organizational activities for internal use only, but not for publication.

5. **CONFIDENTIALITY.** HCVMS agrees to keep any information it discovers from any background investigation or financial investigation confidential and it will not disclose the same without the express written permission of Participant.
6. **RELEASE.** Participant, for its self and its successors and assigns, releases, acquits and forever discharges HCVMS and its officers, employees, agents and directors of and from any and all claims, or actions, causes of action, demands, rights, damages, costs, losses of service, expenses and compensation (“Claims”) whatsoever, which Participant may hereafter accrue against HCVMS on account of HCVMS’s background investigations, reviews, decisions and posting of Participant on HCVMS website.
7. **HOLD HARMLESS.** Participant agrees to hold HCVMS harmless for any damages, causes of action or claims (including reimbursement of attorney fees) that do or may arise out of Participant’s decision to allow HCVMS to review it for inclusion in and actual featuring on the website.
8. **CHOICE OF LAW/VENUE.** This Agreement shall be construed under the laws of the State of Florida and any dispute arising out of this Agreement shall be commenced in Hillsborough County, Florida with the prevailing party being entitled to reimbursement of attorney fees.
9. **AUTHORITY.** Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement constitutes a legally binding obligation of the Company or other entity that the individual represents.
10. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement will be binding unless executed in writing by both parties.

NOW THEREFORE, the undersigned agree to be bound by the above-referenced terms and conditions this ____ day of _____, 2014

PARTICIPANT

Its: _____

Company Name

**HILLSBOROUGH COUNTY
VETERINARY MEDICAL
SOCIETY, INC.**

By: _____

By: _____

Print name: _____

Print Name: _____

Its: _____