

## ZOO CONTRACT AGREEMENT - TEMPLATE

**THIS AGREEMENT** (this “Agreement”) is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MARYLAND ZOOLOGICAL SOCIETY, INC. (a privately held non-profit corporation duly existing under the laws of the State of Maryland, and doing business as “Maryland Zoo in Baltimore” (“ZOO”)) and Contractor Name (“CONTRACTOR”).

### RECITALS

**WHEREAS**, ZOO desires to [INSERT HERE]

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. **CONTRACTOR’s Provision of Services.** \*\*\*\* (hereinafter, “Services”).
2. **CONTRACTOR’S Warranty.** [IF APPROPRIATE]
3. **ZOO’s Provision of Services.** [IF APPROPRIATE]
4. **Duration.** Time is of the essence regarding provision of these Services. CONTRACTOR shall start Services promptly upon execution of this Agreement and complete such Services on or before \_\_\_\_\_.
5. **Standard of Care.** CONTRACTOR shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.
6. **Compensation.** ZOO shall compensate CONTRACTOR for Services [on a time and materials basis/hourly basis] for a total not to exceed sum of \_\_\_\_\_ (the “Contract Sum”). All change orders must be in writing and signed by both CONTRACTOR and ZOO. CONTRACTOR shall invoice on a monthly basis, and ZOO shall pay such invoices within thirty (30) days of receipt.
7. **Public Communications.**
  - A. All initial public announcements or statements regarding this Agreement or the work being contracted must be cleared through ZOO’s Communications Department in advance of a public release. This includes press releases, external newsletters, comments made to reporters or bloggers, and social media posts (Facebook, X, Instagram, personal or third-party blogs, etc.), and applies to the signatory, its employees, and its external vendors. ZOO reserves the right to request that certain subjects be avoided, to withdraw certain posts, and to remove inappropriate comments.

- B. In addition to complying with the above, statements or promotions about the Agreement or work being contracted must:
- i. Not include logos or trademarks associated with ZOO and its affiliated entities unless permission is asked for and granted;
  - ii. Neither claim nor imply that signatory, its employees, and its external vendors are speaking on behalf of the project or of ZOO;
  - iii. Respect copyright, privacy, fair use, financial disclosure, and other applicable laws; and
  - iv. Refrain from re-posting false or injurious content created by third parties, or making anonymous comments in any public or private forum, including on blogs, news websites, and web or broadcast productions that take public comment.
- C. CONTRACTOR is not permitted to share behind-the-scenes photos and/or videos of Zoo facilities, animals, staff, or equipment via media or social media, on commercial or personal digital platforms, accounts, or channels. CONTRACTOR is allowed to share photos from public-facing ZOO spaces on their personal accounts, as long as the images and/or information do not depict or detail the Services identified in this Agreement.

8. **Proprietary Rights: Confidential Information.**

- A. Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Paragraph, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.
- B. CONTRACTOR agrees that the work product from the Services provided to ZOO hereunder shall be owned by ZOO. Nothing contained in this Section shall be construed as prohibiting CONTRACTOR utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for ZOO.
- C. "Confidential Information" is defined to include: (a) any information material to the operations of the ZOO which cannot be learned outside of ZOO; (2) all information identified by a disclosing party as proprietary and confidential; and (3) all non-public information or material disclosed or provided by one

party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party, including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information.

D. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

9. **ZOO's Termination as a Matter of Right.** ZOO shall have the absolute right to terminate this Agreement for any reason upon five (5) business days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be paid pro rata for Services performed satisfactorily since the last payment. ZOO shall make such payment no later than thirty (30) days from the date of termination, provided CONTRACTOR has complied with all terms and conditions of this Agreement. CONTRACTOR shall not be paid anticipated but unearned profit or overhead on Services not performed. Upon termination and payment, ZOO shall have no liability to CONTRACTOR for any matter arising out of this Agreement, and CONTRACTOR hereby waives and releases any and all claims against ZOO arising out of this Agreement.
10. **Termination for Default.** Either party shall have the right to terminate this Agreement should the other party fail to adhere to any terms and conditions of the Agreement, which shall constitute an event of default. In order to so terminate: (1) the party alleging default shall give the other party written notice of the alleged default and an opportunity to cure the alleged default within two weeks of the other party's receipt of such notice; and (2) the alleged defaulting party must fail to cure the default within this two-week period. CONTRACTOR's failure to meet the deadline set forth in the "Duration" paragraph above shall constitute default, and CONTRACTOR shall not be entitled to any period for the opportunity to cure under such circumstances.

If CONTRACTOR is in default, and such default cannot be cured or is not cured after such notice, ZOO may terminate this Agreement and enter into agreements

with others to complete the Services. The cost of such completion, as well as other costs, damages or expenses, including legal fees, incurred as a result of such default, shall be charged against any unpaid amounts due CONTRACTOR from ZOO on this Agreement or any other contracts. The rights and remedies of ZOO hereunder are in addition to any and all rights available to ZOO.

11. **Indemnification by CONTRACTOR.** CONTRACTOR hereby indemnifies and agrees to indemnify, defend, and hold harmless ZOO, their respective agents, employees, representatives, officers, directors, partners, affiliates, successors and assigns from and against all costs, liabilities, fines, claims, damages, losses, judgments and expenses arising out of or from (i) any performance or nonperformance by CONTRACTOR of any terms or obligations under this Agreement, (ii) any failure of CONTRACTOR to comply with the terms, conditions, or covenants of this Agreement, (iii) any allegations of copyright, trademark, patent, or other intellectual property violations related to its work hereunder, or (iv) any negligence or willful misconduct of CONTRACTOR or its agents, employees or representatives in connection with services provided under this Agreement, except to the extent any of the same results from the negligence or willful misconduct of ZOO.
12. **Indemnification by ZOO.** ZOO hereby indemnifies and agrees to indemnify, defend, and hold harmless CONTRACTOR, its respective agents, employees, representatives, officers, directors, partners, affiliates, successors and assigns from and against all costs, liabilities, fines, claims, damages, losses, judgments and expenses arising out of or from (i) any performance or nonperformance by ZOO of any terms or obligations under this Agreement, (ii) any failure of ZOO to comply with the terms, conditions, or covenants of this Agreement, or (iii) any negligence or willful misconduct of ZOO or its agents, employees or representatives in connection with services provided under this Agreement, except to the extent any of the same results from the negligence or willful misconduct of CONTRACTOR.
13. **Damages.** Except in the case of third party claims for which the parties have an indemnification obligation as set forth above, neither party will be obligated to the other party for indirect, special, consequential, or incidental damages. The non-prevailing party in any dispute between the parties under this Agreement shall be required to pay all reasonable attorney's fees, costs, and litigation expenses (including fees for expert witnesses, trial transcripts, and deposition transcripts) incurred by the prevailing party.
14. **Insurance.**
  - A. Notwithstanding anything to the contrary in the contract documents or elsewhere, CONTRACTOR must provide the following levels of coverage:

1. **Commercial General Liability** including Contractual Liability, Personal Injury/ Advertising Injury, Completed Operations/Products Liability coverage as well as sexual abuse and molestation coverage at the minimum limit of **\$1,000,000 per occurrence**. Said policy shall not include any exclusion or limitation for virus or communicable disease, including COVID-19.
  2. **Worker's Compensation and Employer's Liability at Statutory Limits**, subject to applicable State law.
  3. **Automobile Liability at \$1,000,000** per occurrence combined single limit for bodily injury and property damage liability.
  4. **Umbrella / Excess Liability at \$5,000,000 per occurrence**, \$5,000,000 policy aggregate following form of underlying insurance including general liability, automobile liability and employers liability.
  5. **Pollution Liability Insurance** with a limit of at least **\$1,000,000** whenever work at issue under this Agreement involves potential pollution risk to the environment or losses caused by pollution conditions, including asbestos and lead. -The policy shall cover the CONTRACTOR's completed operations and shall not include any exclusions, limitations for any resulting clean-up costs arising from viruses, communicable diseases, including COVID-19.
  6. **Professional Liability** – Whenever work under this Agreement involves professional services excluded from the CONTRACTOR's Commercial General Liability coverage, CONTRACTOR shall provide coverage with a limit of not less than **\$1,000,000** per claim and \$2,000,000 aggregate.
  7. **Privacy & Security Liability** - Whenever work under this Agreement involves CONTRACTOR's access to ZOO's financial, private, and proprietary information (including any personal identifiable information (PII), personal health information (PHI), or personal credit information (PCI) of any ZOO employee or individual to which ZOO holds responsibility for said information), CONTRACTOR shall provide Privacy & Security Liability coverage with a limit of not less than **\$1,000,000** per claim and \$2,000,000 aggregate.
- B. All policies must be written with insurers maintaining an A.M. Best Rating of A- or better and admitted to do business in the State where the contract is to be performed.
- C. All coverage must be primary and not contributory.

D. **Maryland Zoological Society, Inc., and the Maryland Zoo in Baltimore must be named as Additional Insureds on General Liability coverage.**

E. The following documentation must be submitted prior to the start of the work and at each renewal thereof until insurance is no longer required:

1. Certificates of Insurance evidencing requirements above; and
2. Copy of Additional Insured endorsement.

15. **Notice.** Any notice required or permitted hereunder or by law to be given by either party to the other shall be in writing and shall be deemed effective upon mailing if sent (i) by registered or certified mail, return receipt requested, by overnight delivery service, or by hand delivery at the address hereafter stated for such party, or (ii) by electronic mail at the email addresses below and followed by delivery in the foregoing manner. Either party may, by notice given to the other party in the manner herein specified, designate a different address for receipt of notices and other communications:

If to ZOO:

NAME

TITLE

Maryland Zoo in Baltimore

1876 Mansion House Drive

Baltimore, Maryland 21217

email address

phone number

If to CONTRACTOR:

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16. **Assignment.** Neither party may assign this Agreement or transfer its interests or rights in this Agreement to any other person or entity without the prior written consent of the other party, and such consent may be withheld at its sole and absolute discretion. Any purported assignment without the prior written consent of the other party shall be void and of no effect.
17. **Relationship of Parties.** Nothing herein shall be construed as creating the relationship of employer or employee between Society and Contractor or between Society and Contractor's employees, and Contractor agrees that it is an independent contractor of Society. This Agreement does not create a relationship of agency, joint venture, or partnership between the parties. Contractor shall have no power to incur any liability or other obligation, or to enter into any contract, on

behalf of Society, and shall have no right to reimbursement for any expenses paid or incurred by Contractor, except as otherwise stated herein or agreed by the parties in writing. All persons employed by Contractor or Society are to be and shall remain employees of Contractor or Society, as appropriate, and under no circumstances shall Contractor or Society or any person employed by either of them be deemed to be an employee of any other party.

18. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, widespread contagious disease (including epidemics or pandemics), shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.
19. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and there are no promises, conditions, or terms other than those expressly set forth in this Agreement. This Agreement supersedes any contradictory terms set forth in any attachment or any Scope of Services attached to this Agreement.
20. **Applicable Law.** This Agreement is made in Maryland, and Maryland law shall govern its interpretation, performance, and enforcement. The parties agree that any actions brought hereunder shall be brought in any court of competent jurisdiction located in Baltimore City.
21. **Multiple Copies.** This Agreement may be executed in any number of copies, and each copy shall be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CONTRACTOR:**

By: \_\_\_\_\_  
Printed Name:  
Title

**MARYLAND ZOOLOGICAL  
SOCIETY, INC.:**

By: \_\_\_\_\_

Printed Name:

Title: