insurance and audit requirements, shall be no more favorable to that entity than the terms provided to FSAH under this Agreement. If the City enters into an agreement with more favorable terms, FSAH shall be entitled to the same terms upon written request.

2. Term. This Agreement shall commence on the date the Agreement is executed by the Mayor of Fort Smith and shall terminate on December 31, 2036, unless terminated earlier as provided and permitted herein (the "Term"). This Agreement may be renewed for five, sequential one (1) year terms if agreed to, in writing, by both parties. The total term of this Agreement may not extend beyond December 31, 2041.

3. Independent Contractor. FSAH is at all times an independent contractor and no employment, agency, or partnership relationship between FSAH, or its officers or employees, and the City, or its officers or employees, is created by this Agreement. FSAH shall be solely responsible for employing the personnel and providing the facilities necessary to provide the services agreed to be provided by this Agreement. The City shall be solely responsible for City's employees and equipment necessary to perform its obligations hereunder.

4. Duties and Services to be Provided by FSAH.

A. Impoundment*. FSAH recognizes that its shelter facility shall be considered the City's "impoundment facility" as that term is used in the Fort Smith Code of Ordinances for the Term of this Agreement and any extensions thereof. FSAH will receive and impound all Animals delivered to FSAH by the Animal Control Officers. Additionally, FSAH may receive and impound Animals delivered, abandoned, or surrendered to FSAH by residents of the City of Fort Smith in FSAH's sole discretion. -.

*"Impoundment" is defined as that period of when an Animal is officially taken into custody and held by FSAH.

B. Shelter Facility. It shall be the obligation of FSAH to open, maintain, and operate a shelter facility (the "FSAH Facility"). The FSAH Facility is located at 9501 Black Bear Trail in Fort Smith, Arkansas. The FSAH Facility will furnish all facilities, employees, administration, maintenance, utilities, food, veterinarian, and other services to the Animals impounded at the FSAH Facility and will be responsible for any and all other