

Bat World Sanctuary Internship Contract

This agreement is entered into between Mary Cummins, hereinafter called "Trainee" and Bat World Sanctuary (BWS). BWS agrees to train and educate Trainee in the care, treatment, and medical management of insectivorous bats. In consideration for this training and education Trainee agrees to the following terms and conditions:

It is understood that the data, techniques, results, and anecdotal information provided to Trainee during their internship at BWS is proprietary and is copyrighted as intellectual property by BWS. Trainee agrees not to distribute, share, publish, or sell this information without obtaining prior written permission from BWS.

If Trainee successfully completes the BWS training program to the satisfaction of BWS, he or she shall be issued a Certificate of Completion of the BWS training program. BWS shall have sole discretion to decide whether or not Trainee has sufficiently demonstrated the skills, knowledge, temperament, and compassion for bats to receive a Certificate of Completion. The Certificate of Completion shall entitle Trainee to publish, advertise, and communicate to third persons the fact that he or she has been trained by BWS and is certified by BWS. In the event that Trainee receives a Certificate of Completion of the BWS training program, Trainee agrees to thereafter diligently and precisely follow all of Bat World guidelines and procedures when caring for, treating, or housing bats. These guidelines and procedures appear in *Standards and Medical Management for Captive Insectivorous Bats*, a book published by BWS and provided to Trainee. This book may be revised from time to time by BWS and Trainee agrees that it will be Trainee's responsibility to make sure that he or she has the most recently revised copy.

Trainee understands that, in attempting to establish and maintain an assurance colony or other captive collection of insectivorous bats, failure to follow the procedures, protocols, and diets recommended by BWS will have a substantial negative impact on the success of such a project. Trainee agrees that a representative of BWS may make periodic, unannounced inspections of any facility or place where Trainee is caring for, treating, or housing bats for the purpose of insuring Trainee's compliance with the guidelines and procedures of BWS. Trainee agrees to fully cooperate with the BWS representative at these inspections, and to furnish the representative with all requested information and documents concerning the care, treatment, and housing of bats. BWS may, from time to time, by email, telephone, or letter, request information or documents from Trainee concerning Trainee's care, treatment and housing of bats. Trainee agrees to timely comply with such requests by promptly furnishing all requested information and documents.

In the event that Trainee at any time fails to follow, to the satisfaction of BWS, each and every BWS guideline and procedure when caring for, treating, or housing bats, then Trainee's Certificate of Completion of Bat World's training program shall be automatically revoked without notice or hearing and Trainee may no longer publish, advertise, or communicate to any person the fact that he or she was trained by BWS or was certified by BWS. BWS shall have sole discretion to determine whether or not the Certificate of Completion should be revoked. In the event that Trainee is notified in writing that Trainee's Certificate of Completion has been revoked by BWS and Trainee thereafter publishes, advertises or communicates to any person the fact that Trainee was trained by BWS or was certified by BWS, then Trainee agrees to pay BWS liquidated damages in the amount of \$10,000, and all attorney's fees incurred by BWS in enforcing this contract.

If any portion of this contract is found to be void or unenforceable it shall not affect the remainder of the contract which shall remain in full force and effect. This contract contains the entire agreement of the parties with respect to the subject matter of this contract, and supersedes all prior negotiations, agreements and understandings with respect thereto. This contract may only be amended by a written document duly executed by all parties. Venue for any lawsuit to enforce this contract or for any lawsuit alleging breach of this contract shall be in Tarrant County, Texas .

SIGNED this 20th day of June, 2010

Mary Cummins

TRAINEE

[Signature]

BAT WORLD REPRESENTATIVE