



SAVE THEM ALL®

GRANT AGREEMENT

BASIS

Best Friends Animals Society (“Best Friends” or “BFAS”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets®**.

Best Friends is sponsoring a program (the “Program”) to provide grants to animal welfare organizations who are members of the Best Friends Network, who are working to save animal lives by providing an unfunded or underfunded need in the areas they serve.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has submitted a grant application to Best Friends requesting to be awarded a grant pursuant to the Program. The funds shall be disbursed upon receipt of the signed agreement and a copy of the Recipient’s [IRS Form W9](#).

Recipient been selected to receive a grant.

In consideration of the receipt of this grant, Recipient agrees to the following terms:

AGREEMENT

Grant Amount and Term

Name of Recipient Organization: OC Animal Care

EIN #: 95-6000928

This is a one-time grant in the amount of: \$100,000

The grant shall be disbursed as follows:

- Grant funds will be awarded upon receipt of all requested signed agreements and forms. Agreements and forms must be returned by Thursday, August 16, 2018.
- The period of this grant project is one year. All funds must be spent by August 1, 2019.

Use of Grant Funds

Recipient agrees to use the grant for the program or project described in its grant application only and as further clarified in email notification from Best Friends describing approval of Grant funds, and for no other purposes.

Grant Recipient Responsibilities

A. Specific Obligations

Recipient agrees that grant funding is provided to achieve:

- Prevent the intake of at least 675 kittens at OC Animal Care via expansion of the neonatal kitten bottle feeder programs.
- Reduce shelter death for kittens at OC Animal Care by at least 675 during the grant program period compared to 2017 calendar year.
- Demonstrate a decrease in kitten deaths at OC Animal Care by at least 15% during the grant program period.

B. Grant Reports

Recipient agrees to provide quarterly grant reports using forms provided by Best Friends. Quarterly reports will include:

- details on grant outcomes
- shelter statistics of the municipal shelter(s) impacted by the grant (if applicable)
- amount of funding spent to date

With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the grant has impacted the target community. Best Friends reserves the right to request detailed documentation on how the grant funds were spent (including receipts if requested).

C. Best Friends Network Program Monthly Intake, Outcome, and Spay-Neuter Reporting Requirement

Network Partner agrees that they will fulfill all reporting requirements necessary for participating in the Network Partner program including monthly reporting in Shelter Animals Count (for organizations that take in animals), and annual statistics reports as requested. Recipient understands that this overall data reporting is separate from the grant reports and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the No More Homeless Pets Network.

D. Grant Program Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Program. All press, news, or other media releases and other forms of publicity relating to the Program, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by Recipient shall acknowledge the participation of Best Friends and shall be submitted by Recipient to Recipient's appointed contact at Best Friends for review and approval not less than 5 days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the Program and not to other efforts carried out by Recipient.

Recipient agrees that Best Friends may issue reports or statements to its members, the media and the public about the grant and identifying Recipient. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends Network staff, Volunteer Team Leaders, and News or Magazine writers in the production of such news content.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government organization;
- Recipient is an activated member of Best Friends Network;
- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Termination by Best Friends

Best Friends may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination.

Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the grant period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Non Disparagement

Recipient agrees not to disparage BFAS during the grant period and for three years following the last disbursement from BFAS to Recipient.

Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the grant program and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the program. Recipient releases BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the program or this grant.

Recipient understands this agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this program or grant. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Best Friends' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this program or grant.

Indemnity Agreement

Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the program or this grant. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others.

Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreements are perpetual. The Non Disparagement clause survives for three years following the last disbursement from BFAS to Recipient.

Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Network and Donation Process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this

grant Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

Other

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Grant Agreement.

Recipient

Organization:

By:

[electronic signature of authorized representative]

Name:

Title:

Date:

Best Friends Animal Society

By:

[electronic signature of authorized representative]

Name:

Title:

Date:

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By Carolyn S. Frost
Deputy

Date 08/02/18