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BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society (“BFAS”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare organization or a municipal shelter (“Recipient”) and has been selected to receive a one-time grant (the “Grant”) for the purposes set forth below. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

This grant agreement (“Agreement”) will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the “Effective Date”).

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: Williamson County on behalf of Williamson County Regional Animal Shelter (“Recipient”)

EIN #: 74-6000978

Subject to the provisions of the Termination section below, the Grant will be disbursed using the following schedule of installment payments:

- A. Within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9: \$4,000.00

The term of this Agreement, unless terminated pursuant to Section 7 below will be from January 1st, 2024, through June 30th, 2024.

Recipient acknowledges that BFAS and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

Section 2. Use of Grant Funds

Recipient agrees to use the Grant for the program or project as described below:

Grant funding is provided to Recipient regarding the mentorship to assist the Lampasas Animal

Shelter in achieving a 90% overall save rate for dogs and cats in the shelter.

Section 3. Grant Reports

Recipient agrees to complete monthly grant reports provided by the shelter collaborative team, as well as continue to report monthly intake and disposition data of dogs and cats entering the shelter.

Section 4. Grant Branding Terms and Promotion

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

Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identifying Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, including but not limited to BFAS 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 written permission.

Section 5. Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- A. Recipient is a qualified 501(c)(3) entity or government organization
- B. 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;
- C. There are no claims, investigations or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 6. 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.

Section 7. Termination by Best Friends

BFAS may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of BFAS will cease upon the date of termination [including, but not limited to any payments scheduled not yet made pursuant to Section 2 above.]

Section 8. 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.

Section 9. Non Disparagement

Recipient agrees not to disparage BFAS during the Grant Period and for three years following the last disbursement of funds from BFAS to Recipient.

Section 10. 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 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 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 Grant. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for BFAS' 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 Grant.

Section 11. Indemnity Agreement

To the extent permitted by law, 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

Section 12. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any 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 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, unless required by law.

Section 13. 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 agreement are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non Disparagement clause survives for three years following the last disbursement of funds from BFAS to Recipient.

Section 14. Other Terms

The provisions in this Agreement 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 BFAS 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.

All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Williamson County Regional Animal Shelter

By:

[electronic signature of authorized representative]

Printed Name:

Title:

Date:

Best Friends Animal Society

By: *Jessica Krueger*

[electronic signature of authorized representative]

Printed Name: Jessica Krueger

Title: Strategist, Shelter Collaborative Program

Date: 2.14.24

