

BEST FRIENDS ANIMAL SOCIETY SHELTER PET DATA ALLIANCE 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®. BFAS 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 charity or a municipal shelter which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement (“Agreement”) will govern the terms of the grant (the “Grant”). The parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the “Effective Date”). Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

AGREEMENT

Section 1. Project Description, Grant Amount and Term

Full Legal Name of the Recipient Organization (“Recipient”):

Williamson County Regional Animal Shelter

EIN #: 74-6000978

This is a one-time grant in the amount of: \$ 2000

Description Project: 2024 Houston Summit

The Term of this Agreement, unless terminated pursuant to the language below will be from the “Grant Period” 10.8.2024 through 3.8.2025.

Grants will be provided in one-time payment with BFAS’ obligation to disburse funds conditional upon receipt of Recipient’s IRS Form W-9, due to BFNetwork@bestfriends.org

Section 2. Commitment from Recipient to BFAS

- A. The earlier of six months of receipt of the Grant, Recipient agrees to provide a written report to BFAS describing the use of the Grant. Such report must include specific data, and a minimum of the “Publicity Materials” (defined below). These grant reports can include details on grant outcomes, shelter statistics of the municipal

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- shelter(s) impacted by the grants (if applicable), accounting of how fund have been spent, the number of cats of dogs positively impacted and examples of successes.
- B. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.
 - C. BFAS reserves the right to request detailed documentation on how the Grant funds were spent (including receipts if requested).

Section 3. Grant Branding Terms and Promotion

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:

- A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.
- 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 5. 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 6. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to BFAS in the event of the following events of default:

- (i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms BFAS as determined by BFAS in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement.

Section 7. Photo, Video, Digital and Audio Release

Recipient grants to BFAS (including its employees, contractors and agents), the nonexclusive, perpetual, royalty-free right, license, and permission to photograph, video, and audio record any of Recipient's programs or events, associated with the Grant for the duration of this Agreement and to use such materials in any manner including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. Recipient warrants to BFAS that it has received any permissions needed to grant such rights and will indemnify, defend, and hold harmless BFAS from any claim that its use of such materials as permitted in this Agreement infringes any third-party rights.

Recipient agrees to provide to BFAS, via email to **BFNetwork@bestfriends.org** provided by BFAS, with a minimum of 2 unique still photo/s and/or 2 video clip/s of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Grant (the "Publicity Materials"). Recipient grants BFAS the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner BFAS deems appropriate and warrants to BFAS that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless BFAS from any claim that BFAS use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

Section 8. Non-Disparagement

During the Term of this Agreement and for three years after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts,

regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

Section 9. Release

To the full extent permitted by applicable law, 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 (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees 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. To the full extent permitted by applicable law, Recipient releases the Releasees 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 10. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees 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 Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 11. 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 BFAS. It is not anticipated that Recipient will have access to BFAS proprietary information because 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.

Section 12. Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the Project, 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 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 indemnification obligations 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. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 15. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. 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.

Except as prohibited by law, including Section 5 of Article XI of the Texas Constitution, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees 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 Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

All indemnification or limitations of liability of statutes of limitation shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Recipient's rights

By signing below, Recipient and BFAS 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.

Organization:

Signature:

Printed Name:

Title:

Date:

Mailing Address for grant funds:

Best Friends Animal Society

Signature:

DocuSigned by:
Kayla Riding

Printed Name:

AEC4C99407E043F...
Kayla Riding

Title: Specialist, Network Partner & SPDA Support

Date: October 8, 2024