

**BEST FRIENDS ANIMAL SOCIETY
GRANT AGREEMENT
BRING LOVE HOME CHALLENGE**

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: [REDACTED] (“Recipient”)

EIN #: [REDACTED]

Grant Amount: \$10,000

The Term of this Agreement, unless terminated pursuant to the language below will be from the date of the last signature below (the “Effective Date”) to one year from the Effective Date.

The Grant will be provided in one-time payment with BFAS’ obligation to disburse funds conditional upon Recipient’s execution of this Agreement via an electronic signature and BFAS receipt of Recipient’s IRS Form W-9 by July 29, 2024.

Section 2. Commitment from Recipient to BFAS

- A. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

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 represents that Recipient fulfilled each of the requirements for the Bring Love Home Challenge as set forth in Exhibit A attached hereto.
- C. 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.
- D. 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.
- E. 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

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. Non-Disparagement

During the Term of this Agreement and for one year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's 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 8. 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 9. 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 10. Survival of Terms

The releases and indemnification obligations are perpetual. The Non-Disparagement clause survives for one year following this Agreement's termination.

Section 11. 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 12. 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.

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.

Full Legal Name of Recipient:

Signature:

Printed Name:

Title:

Date:

Title: Date: Best Friends Animal Society

Signature: [electronic signature of authorized representative]

Printed Name:

Title:

Date:

DRAFT

EXHIBIT A

Bring Love Home Challenge Participation Requirements

1. Recipient completed and submitted to BFAS the required registration form by May 8, 2024.
2. Recipient completed and submitted to BFAS the required challenge report form by July 12, 2024.
3. Recipient has a [Shelter Pet Data Alliance](#) account and is current on data submission and sharing through the month of June 2024.
4. Recipient hosted a minimum of at least one (1) Bring Love Home adoption and foster event during June 2024 (such event must have lasted for a minimum of one (1) day).
5. Recipient piloted one or two open adoption and foster practices, that Recipient was not already doing prior to April 15, 2024, for the duration of June 1, 2024 – June 30, 2024 (details and options below) as reported on the challenge report.
6. Recipient demonstrated a year-over-year increase in total animals adopted and fostered between June 2023 and June 2024 as reported on the challenge report.

Open adoption and foster practices options:

Did at least ONE of the following that the organization was not doing prior to April 15, 2024 for the full month of June 2024:	OR	Did at least TWO of the following that the organization was not currently doing prior to April 15, 2024 for the full month of June 2024:
Offer Same Day Adoptions and Fosters		Eliminate home checks and landlord checks for adopters and fosters
Waive Adoption Fees for cats and dogs		Implement multi-lingual adoption and foster applications and provide your customer service staff with electronic translator devices
Increase open adoption and foster pick up hours <i>(at least 2 weeknights until 7pm and at least 4 hours on both weekend days)</i>		Reduce adoption fees for all cats and dogs by at least 25%
Pre-availability matchmaking for pets on stray hold		Remove ID requirement or meaningfully broaden options to meet ID requirement on adoption application
Implement a conversation-based adoption and foster process and remove barrier questions on adoption application <i>(Eliminate vet checks, fence checks, background checks, income verifications, reference checks, and family makeup questions)</i>		Allow fosters to market their pets
Start a foster program and get 10% of your population into foster or increase existing foster program placements by 30% year over year		Allow walk in adoptions and fostering (remove appointment requirement)