

## **BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT**

### **BACKGROUND**

Best Friends Animals Society (“Best Friends”) 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 grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s [IRS FORM W-9](#).

This grant agreement (“Agreement”) will govern the terms of the Grant. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” 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”).

### **AGREEMENT**

#### **Grant Agreement Reference:**

Recipient Business Name: Williamson County Regional Animal Shelter  
Recipient Contact Name: Misty Valenta  
EIN: 74-6000978  
Grant Name: Williamson County Peer-to-Peer Mentorship Grant  
Amount: \$2,500  
Best Friends’ Representative: Christine Morey

#### **Section 1. Use of Grant Fund.**

Grant Proposal and Use of Funds (the “Project”)

The goal of this grant is to provide \$2,500 to support the professional development of Marshall Pet Adoption Center's director through mentorship at Williamson County Regional Animal Shelter. The funding will enable the shelter to share valuable knowledge and hands-on experience, allowing the mentee to enhance their skills under the guidance of an experienced shelter director. This opportunity aims to improve the operational efficiency of the mentee's shelter, refine processes, foster positive outcomes for the animals in their care, and help their shelter become more sustainable in its operations.

Quarter	Goals
Quarter 1	<p><u>Leadership Development</u></p> <ul style="list-style-type: none"> <li>• Mentor the mentee in developing leadership skills, including decision-making, conflict resolution, and team management, to effectively oversee shelter operations.</li> <li>• Coach the mentee on improving public speaking and community engagement abilities to effectively represent their shelter in various settings.</li> </ul> <p><u>Operational Knowledge</u></p> <ul style="list-style-type: none"> <li>• Share proven best practices for streamlining shelter processes such as intake, medical protocols, fostering, adoption, and data tracking to enhance operational efficiency.</li> <li>• Provide training to the mentee on utilizing tools and resources for effective scheduling, animal population management, and resource allocation.</li> <li>• Guide the mentee in developing comprehensive policies and procedures for daily operations and emergency situations based on successful implementations at Williamson County Regional Animal Shelter.</li> </ul> <p><u>Animal Knowledge</u></p> <ul style="list-style-type: none"> <li>• Educate the mentee on understanding animal behavior, welfare, and enrichment strategies to improve outcomes for shelter animals.</li> <li>• Discuss effective approaches to managing challenging cases, including those involving medical needs, behavioral rehabilitation, and long-term residents.</li> <li>• Demonstrate techniques for designing programs that reduce stress and improve adoptability, such as playgroups, training initiatives, and foster opportunities.</li> </ul>
Quarter 2	<p><u>Community Engagement and Advocacy</u></p> <ul style="list-style-type: none"> <li>• Teach strategies to the mentee for building meaningful relationships with the local community to generate increased support for their shelter mission.</li> <li>• Share insights with the mentee into engaging volunteers, fosters, and adopters to create a strong network of passionate advocates.</li> <li>• Collaborate with the mentee to design educational programs and outreach initiatives that promote responsible pet ownership and animal welfare in their community.</li> <li>• Provide guidance to the mentee on exploring partnerships with local businesses, schools, and civic groups to expand awareness and resources.</li> </ul> <p><u>Fundraising and Financial Sustainability</u></p> <ul style="list-style-type: none"> <li>• Mentor the mentee in creating and maintaining a robust donor base through campaigns, events, and community partnerships.</li> <li>• Provide expertise to the mentee in applying for grants, writing impactful proposals, and measuring outcomes to demonstrate success to funders.</li> <li>• Mentor the mentee in creating fundraising initiatives aligned with their shelter's mission, such as "adoptathons," donor appreciation events, or social media campaigns.</li> </ul>

The "Term" of this Agreement, unless terminated pursuant to the language below will be from 1/27/2025 through 7/27/2025.

Grants will be provided in a one-time installment with Best Friends' obligation to disburse initial funds conditional upon receipt of Recipient's completed IRS Form W-9.

Grant Installments are set below:

<b>Installment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Payment #1	Within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9.	\$2,500.00

## **Section 2. Recipient Requirements**

- A. Recipient agrees to provide final grant report using forms provided by Best Friends that outline the use of the Grant funds. These grant reports must include a one-time impact report on programs agreed upon to help gauge success and inform further needed adjustments and any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.
- B. 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.
- C. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA through the term of this Agreement.
- D. Recipient is a member or will become a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

## **Section 3. Grant Branding Terms and Promotion**

Recipient shall cooperate with Best Friends regarding the promotion of the Grant and the Project. Both Parties may issue reports or statements to its members, the media, and the public about the Grant and the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Grant and the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

## **Section 4. Photo, Video, Digital and Audio Release**

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends 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 this Agreement.

Recipient further agrees not to make any claim against Best Friends 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 Best Friends 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 5. Non-Disparagement**

During the Term of this Agreement and for one (1) 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 Best Friends into disrepute.

## **Standard Terms**

## **Section 6. Grant Recipient Representations and Warranties**

Recipient represents and warrants as follows during the Term of this Agreement:

- 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 7. 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 8. Termination**

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

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

Best Friends 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 Best Friends as determined by Best Friends 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, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends, has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

## **Section 9. Intellectual Property License**

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant and the Project. Other than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

## **Section 10. Release**

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient releases Best Friends 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 Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients 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 the Recipient's work, participation and activities related to this Grant and the Project.

## **Section 11. Indemnity Agreement**

To the full extent permitted by law, the Recipient and their 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 Grant and the Project 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.

**Texas Law Applicable to Indemnification:** All indemnification or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying Williamson County's rights.

## **Section 12. Proprietary Information**

Recipient acknowledges and agree that the following constitute “Proprietary Information”: any secret or proprietary information relating direction to Best Friends business, including, but not limited to, the Best Friends 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 Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

## **Section 13. 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 14. 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 are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the termination of this Agreement.

## **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 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.

[The remainder of this page is left intentionally blank. The signature page follows.]

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**

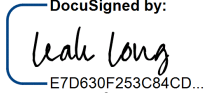
Signature:

Printed Name: Bill Gravell Jr.

Title: Williamson County Judge

Date Signed: February 11, 2025

**Best Friends Animal Society**

Signature:    
 Printed Name: Leah Long

Title: Regional Manager

Date Signed: February 5, 2025 | 7:48 AM MST