



MASTER SUPPORT AGREEMENT

THIS MASTER SUPPORT AGREEMENT including the Program Terms and Conditions attached hereto and incorporated herein by this reference (collectively, the "Agreement"), effective upon full execution (the "Effective Date"), is entered into between PetSmart Charities, Inc., an Arizona nonprofit corporation and Internal Revenue Code ("Code") Section 501(c)(3) tax-exempt public charity, whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Williamson County, whose address is 710 South Main Street, Georgetown TX 78626-5703 ("Organization"). Charities and Organization are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

GENERAL TERMS AND CONDITIONS

Section 1.1 **Statements of Terms.** Charities agrees to provide certain support to Organization, and Organization agrees to the terms and conditions of such support as described in this Agreement and the Statement of Terms (and any exhibits or schedules attached thereto) (the "Statement of Terms") attached hereto (or entered into separately) and incorporated herein by this reference. Statements of Terms shall designate the particular type of support to be provided to Organization (the "Program") and may be added or terminated from time to time without affecting the continued validity of this Agreement. In the event there are any inconsistent, contrary, or conflicting terms contained in any Statement of Terms and this Agreement, this Agreement shall control. The Initial Statement of Terms may be attached hereto as Exhibit A.

Section 1.2 **Term and Termination.**

(a) **Term.** Except as otherwise set forth in this Agreement, this Agreement shall remain in full force and effect until terminated by either Party as set forth herein.

(b) **Termination by Organization.** Except as otherwise set forth in this Agreement, and unless any Statement of Terms remains in effect, Organization may terminate this Agreement at any time, with or without cause, following ninety (90) days advanced written notice to Charities.

(c) **Termination by Charities.** Charities may terminate this Agreement at any time with or without cause following thirty (30) days written notice to Organization, without any further obligation or liability. In the event that Charities, in its sole and absolute discretion, believes: (i) Organization has not complied with the terms and conditions of this Agreement or has taken any action or inaction that does not uphold the spirit of this Agreement; (ii) Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable or inappropriate; (iii) Organization ceases to operate on a full-time basis, becomes or is adjudicated insolvent or bankrupt, or if a receiver or a trustee is appointed for Organization or its property, or if Organization petitions for reorganization or arrangement under any bankruptcy or insolvency law, or if any assignment is made for the benefit of Organization's creditors; (iv) there is any change to the representations made by Organization in this Agreement; (v) the results of any audit or information contained in any reports are deemed to be unacceptable by Charities; or (vi) Organization has not complied with the requirements of any other agreement with Charities; then, in addition to such other remedies as may be available to Charities under this Agreement, at law or in equity, Charities may, in its sole and absolute discretion: (1) immediately terminate this Agreement; (2) withhold any pending or future payments of funds or provision of support; or (3) revoke immediately any payment of funds not used in accordance with the Statement of Terms and require Organization to provide a full refund to Charities of all previously provided funds.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, all then outstanding Statements of Terms shall immediately terminate and all rights and obligations of the Parties shall cease, except for such rights and obligations that otherwise survive pursuant to this Agreement.

Section 1.3 **Licenses.**

(a) **License by Charities.**

(i) If expressly permitted in the Statement of Terms, Charities hereby grants Organization, during the term of the Statement of Terms, the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use the "PetSmart Charities" name, service mark, and trademark (collectively, the "Marks"), solely for the purpose set forth in the Statement of Terms. Organization shall use appropriate designations (i.e., SM, TM or ®) with the Marks, as designated by Charities. All benefits from the use of the Marks by Organization shall inure to Charities, and Organization shall have no rights to the Marks other than the limited right to use them as set forth herein. Charities shall have the right to inspect Organization's use of the Marks and any related promotional material for the purpose of controlling the quality of such material. If in Charities' sole opinion, the quality of Organization's use of the Marks, or related promotions, is unacceptable, Charities shall inform Organization and may

require Organization to immediately cease use of the Marks. Under no circumstances shall Organization use the Marks to imply that it is affiliated with Charities (except as expressly contemplated in this Agreement or a Statement of Terms).

(ii) If use of the Marks is not expressly permitted in the Statement of Terms, Organization must obtain Charities' advanced written consent to use the Marks, publicize any related promotions, or otherwise disclose the terms of this Agreement.

(b) **License by Organization.** Unless otherwise designated in the Statement of Terms, Organization hereby grants Charities the right to publish, print, transmit, display or otherwise use Organization's name, logo, and photographs, or any other representation of Organization related to the Program(s), including, but not limited to, its facilities and activities, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation to Organization, so long as the use does not depict Organization in a negative light. Organization agrees to provide and/or obtain such written releases, assignments or other documents for itself and/or from any third parties (for themselves and/or their pets) as may be necessary to enforce the rights of Charities granted in this Agreement without any compensation of any kind to Organization or such third parties.

Section 1.4 **Publicity.** Subject to the requirements of this Agreement or unless otherwise specified in the Statement of Terms, Organization shall provide Charities the opportunity to be acknowledged or otherwise included in all media materials prepared by Organization related to the Program(s). Organization shall obtain prior written consent from Charities prior to granting to any third party entity or individual any publicity or sponsorship rights in connection with Organization's activities that in any way relate to the Program(s) or this Agreement. Organization agrees that Charities may require Organization to recognize Charities and/or certain donors to Charities in Charities sole discretion.

Section 1.5 **Confidentiality.**

(a) By virtue of this Agreement, each Party may have access to information that is confidential to the other Party. "Confidential Information" is information that, by its nature, should be treated as proprietary and confidential or that a reasonable person should conclude is confidential, which is disclosed by one Party to the other Party orally, electronically or in a tangible form, that is related to this Agreement, a Statement of Terms or the Parties' relationship, including without limitation business, technical, financial data, Program information, forecasts, marketing information, employee and volunteer information, strategies, general non-public business information, third-party confidential information that the supplying Party has a duty to maintain as confidential and has so informed the receiving Party of that duty, and other valuable information designated by the supplying Party as confidential information expressly or by the circumstances in which it is provided. Confidential Information of a Party shall not include any information that: (i) is or becomes part of the public domain or which is publicly available through no act or omission of the receiving Party and through no breach of this Agreement; (ii) the receiving Party can demonstrate was known to the receiving Party at the time of disclosure without an obligation to keep it confidential; (iii) becomes rightfully known to the receiving Party from another source without restriction on disclosure or use; (iv) the receiving Party can show is independently developed by the receiving Party without the use of or any reference to Confidential Information; or (v) for which disclosure is required by law, including open records acts or equivalent freedom of information statutes or acts. At the termination of this Agreement, completion of the term of Statement of Terms, or upon request, the receiving Party agrees to return or destroy, at the disclosing Party's election, any and all Confidential Information.

(b) The Parties agree that, unless otherwise set forth in this Agreement, required by law, or pursuant to the written consent of the other, the Parties shall not make each other's Confidential Information available in any form to any third party for any purpose, except to its own directors, managers, officers, employees, representatives, legal and financial advisors, accountants and other agents (collectively "Representatives") having a "need to know" such Confidential Information and who have agreed to be bound by confidentiality obligations no less restrictive than those under this Agreement. Each receiving Party agrees to be responsible for any breach of this Agreement by any of its Representatives, and, further, the receiving Party agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Each Party agrees to take all reasonable steps required to ensure that Confidential Information is secure and is not disclosed or distributed by its Representatives' subcontractors in violation of the terms of this Agreement.

(c) Notwithstanding the foregoing, any Organization application, attachments, reports, this Agreement, any Statement of Terms and related correspondence and the information contained therein shall become the property of Charities, and nothing contained herein shall prohibit Charities from maintaining, using and/or disclosing such material or information as it deems appropriate in its sole discretion. Further, Organization expressly grants permission to Charities or its designees to make inquiries and discuss with, or request documentation from, third parties about Organization related to Organization's performance under this Agreement, or any material obtained by Charities related to Organization.

Section 1.6 **Product.** If the Organization receives any one or more products, including without limitation, consumable items and supplies ("Products") as part of any Program, Organization agrees to comply with any and all federal, state and local laws, rules, regulations, manufacturer specifications and instructions, and administrative guidance applicable to the possession, storage, use, consumption and disposal of such Product.

Section 1.7 Indemnification. To the extent authorized under Texas law, Organization shall defend, indemnify and hold harmless Charities and PetSmart, Inc. ("PetSmart"), including their respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, for, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Organization's: (a) breach of this Agreement or any Statement of Terms; (b) willful misconduct or negligent act(s) or omission(s); (c) violation of applicable law; (d) participation, or that of any of its dogs, cats, or other animals or pets (the "Animals") in any Program; (e) possession, storage, use, consumption and disposal of any Product; and (f) employment and/or worker compensation claim. **Notwithstanding the foregoing, this provision shall not be applicable if Organization is a governmental entity and as such, is prohibited by law from indemnifying Charities.**

Section 1.8 Organization's Representations. As of the date of this Agreement and the date of signing of any Statement of Terms, Organization represents to Charities that (a) Organization is either (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (iii) an "Indian tribal government," as defined under Section 7701(a)(40) of the Code, that is treated as a State under Section 7871 of the Code and that will use the grant for exclusively public purposes; (b) Organization validly holds and maintains all licenses, permits, and registrations, and has satisfied all similar requirements, necessary for its lawful operation; (c) Organization is in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Organization is subject; (d) Organization is not on any federal terrorism "watch list" and any funds provided to Organization under this Agreement will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders; (e) Organization will not use any support provided under this Agreement for lobbying or political activities, or any purpose not described in Section 501(c)(3) of the Code; and (f) all representations made by Organization in any application and ancillary material are true and accurate in all material respects. Organization agrees to notify Charities promptly in writing of any change in the information represented herein.

Section 1.9 Audit. Upon reasonable prior written notice and during normal business hours, at any time during the term of a Statement of Terms and ending two (2) years thereafter, Charities or its designee may audit the books, records, and/or operations of Organization to ascertain Organization's compliance with the terms and conditions of this Agreement. Organization acknowledges and agrees that any such audit may include, without limitation, (i) an on-site or in person inspection, (ii) observation of Organization's facilities and operations, and (iii) personnel interviews, including without limitation, employees and volunteers. Organization will permit the audit no later than three (3) business days after the date of Charities' notice, provided however, that in the event Charities has a bonafide reason to believe, in its sole discretion, that there may be issues related to the welfare of any of Organization's Animals, Organization shall permit such audit with no notice. Charities may suspend Organization's participation in any Program and/or withhold any funds for such period as it may be reasonable to conduct, and review the results of, any such audit.

Section 1.10 Independent Entities. Nothing in this Agreement shall be construed to create a legal partnership, joint venture, landlord-tenant, agency, or employee-employer relationship between any of Charities or PetSmart, on the one hand, and Organization, its employees, volunteers or agents, on the other hand. The Parties agree that Organization is an independent entity solely responsible for itself, its employees, volunteers, agents, and any of Animals at all times. Each Party shall be solely responsible for the acts and omissions of its respective officers, agents, servants, employees, representatives and subcontractors during and after the term of any Statement of Terms. The doctrine of respondeat superior shall not apply as between Organization, on the one hand, and PetSmart or Charities, or their respective officers, agents, servants, employees, representatives or subcontractors, on the other hand.

Section 1.11 Equal Opportunity. Organization agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status or gender.

Section 1.12 Governing Law; Venue; Legal Fees. This Agreement and any Statement of Terms shall be governed by and construed in accordance with the laws of the State of Texas in the United States without regard to conflict of law provisions or international treaties or conventions, unless prohibited by law. Venue shall be Williamson County, Texas. In the event of any dispute under this Agreement, the prevailing Party will have the right to recover attorneys' fees, fees of expert witnesses and travel expenses.

Section 1.13 Assignment; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Organization will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Charities. Nothing in this Agreement shall be construed to give any third party any legal or equitable right, remedy or claim under or with respect to this Agreement, except that Charities or any Party's permitted successor or assign shall be deemed a third-party beneficiary of this Agreement. Notwithstanding anything herein to the contrary, Charities may freely assign this Agreement in connection with a transfer to a related party or due to a merger, consolidation, or sale of substantially all of its assets.

Section 1.14 Force Majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement and any Statement of Terms, but shall not be held liable for any delay or omission in performance due

to force majeure or other causes beyond their reasonable control, including, but not limited to acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems, epidemics or public health crises, declaration of a state of disaster or emergency by the federal, state, county, or city government in accordance with applicable law, and/or any other similar causes.

Section 1.15 Waiver; Severability; No Waiver of Sovereign Immunity or Powers. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such term or right on any future occasion. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If one or more provisions of this Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions must be limited or eliminated to the minimum extent necessary and only in the applicable jurisdiction such that the balance of this Agreement remains enforceable and in full force and effect. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

Section 1.16 Survival. All representations, warranties and obligations of Organization in this Agreement shall survive after the termination date of this Agreement.

Section 1.17 Headings; Construction. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement shall not be construed for or against any Party on the basis of which Party drafted this Agreement, and each Party had the opportunity to review this Agreement with their respective legal counsel to the Party's satisfaction.

Section 1.18 Execution; Counterparts. Charities and Organization each represent that the individuals signing below are duly authorized to execute this Agreement on behalf of the Party for which they are signing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

Section 1.19 Notices. Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery. Either Party may change the notice address or recipient at any time by providing written notice to the other Party. All notices required or permitted to be given hereunder shall be in writing, reference this Agreement, and be delivered by hand, prepaid courier, or registered or certified mail, postage prepaid, and addressed to the Party's address set forth in this Agreement, and in the case of Charities, to the attention of the Legal Department.

Section 1.20 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. No entity is authorized by Charities to make any warranty, representation, or promise different than, or in addition to, the warranties, representations or promises expressly set forth in this Agreement. This Agreement may be modified or amended only in writing, duly executed by both Parties.

IN WITNESS WHEREOF, and in consideration of the mutual promises and covenants herein contained, the Parties have caused this Agreement to be signed by their respective and duly authorized representatives as of the Effective Date set forth above.

"CHARITIES"

PETSMART CHARITIES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

"ORGANIZATION"

WILLIAMSON COUNTY

Signature: 

Name: DAN A GATTI

Title: County Judge

Date: 06-23-2015

**MASTER SUPPORT AGREEMENT
PROGRAM TERMS AND CONDITIONS**

The following terms and conditions are in addition to the terms and conditions set forth in the Agreement, are incorporated by reference in the Agreement, and shall be applicable to any Program designated in any Statement of Terms.

Grants.

(a) Grant Terms. From time to time following execution of this Agreement, Charities may award Organization a grant (each, a “Grant”) on the terms and conditions set forth in this Agreement and as further specified in the applicable Statement of Terms. With respect to each Grant, at a minimum the Statement of Terms will include (i) the amount of Grant cash or in-kind goods or services to be awarded to Organization (the “Grant Funds”); (ii) a description of the in-kind goods or services to be awarded; (iii) the distribution schedule for the Grant Funds; (iv) the specific purpose(s) for which the Grant Funds may be used by Organization (the “Grant Purpose”); and (v) the time period during which the Grant Funds will be used by Organization (the “Grant Period”).

(b) Use of Grant Funds. Organization will utilize the Grant Funds only for the Grant Purpose and within the Grant Period. In the event that Organization cannot use the Grant Funds for the Grant Purpose or within the Grant Period, Organization must notify Charities immediately. In the event that Organization has previously received any form of grant from Charities, this Agreement is contingent upon successful performance by Organization under that grant agreement.

(c) Modifications. Upon written request made by the Organization to Charities and in the sole discretion of and upon written approval by Charities, the Statement of Terms may be amended if such amendment is limited in scope to the following sections of the Statement of Terms: (a) the Grant Purpose may be amended to reflect adjustments in acceptable use of the Grant Funds within the overall intended purpose of the funded project, including adjustments in areas of populations being served or targeted, reallocation of funds across types of expenses and adjustments in acceptable performance metrics (b) the performance time period may be extended to enable the completion of the funded project; and (c) any reporting obligations may be extended in time and adjusted to reflect the data available.

(d) Grant Contingencies. The provisions of this Section (d) apply only to Grants which include Grant Funds for the purposes specified below:

(i) Equipment. If any Grant includes Grant Funds, in whole or in part, for the Grant Purpose of assisting Organization with the acquisition of any equipment (which may include, but is not limited to, funding equipment for Organization, assisting Organization with purchasing equipment, or the in-kind grant of equipment to Organization) (in any case, the “Grant Equipment”), the provisions of this Section (d) shall apply to such Grant. If at any time Organization ceases to use any Grant Equipment for the Grant Purpose or is otherwise in breach of this Agreement or any Statement of Terms, then, in addition to such other remedies as may be available to Charities under this Agreement, at law or in equity, Charities may require Organization to immediately transfer ownership of the Grant Equipment (the “Transfer Option”) to Charities or an organization designated by Charities (in either case, the “Transferee”) at no cost to Charities or the Transferee. After exercise of the Transfer Option, Organization will cooperate with Charities and any other Transferee with respect to the transfer of such Grant Equipment to the Transferee. Organization shall be responsible for any costs and expenses associated with or arising from Organization’s violation of this Agreement, a failure to cooperate with Charities or any other Transferee in exercising the Transfer Option, and any other costs incurred by its own volition.

(ii) Services. If the Grant includes one or more services (“Services”), the receipt of such Services will be included in the defined term “Grant Funds” as used in this Agreement and relevant Statement of Terms. Services provided under any Statement of Terms may be provided directly by Charities or indirectly through a subsidiary, contractor, representative or agent of Charities. In addition to any terms and conditions imposed by the Statement of Terms, Organization will participate in any program, technical assistance, training or other Services within the guidelines, procedures and timelines defined by Charities or its authorized representative. Ongoing or periodic receipt of the Services will be contingent upon Organization’s compliance with all terms, conditions and reporting requirements in this Agreement and Statement of Terms, as determined by Charities in its sole and absolute discretion.

(e) In addition to the publicity requirements set forth in the Agreement, in the case of funding for or towards Grant Equipment, capital improvements, purchases or builds, Organization agrees Charities may require naming or affixing some object of recognition of Charities or donors to Charities to rooms, equipment, and/or permanent fixtures; creating a donor wall; etc. Organization further agrees; that if specified in a Statement of Terms, Charities may require naming the building in which Organization operates. Unless otherwise agreed to by the Parties, such recognition shall remain in place in perpetuity or until removal is requested by Charities.

(f) Reporting. In addition to any reporting obligations set forth in any Statement of Terms, Charities may request at any time during the Grant Period, and for two (2) years thereafter, (i) that Organization produce (1) a written report

detailing the Grant Funds expenditures and documentation as may be required by Charities; (2) a written report detailing Organization's performance to date related to the Grant Purpose; and (3) any other report or response to evaluation questions or an assessment questionnaire as may reasonably be requested; and (ii) certain financial reports which may include, but shall not be limited to audited and/or unaudited financial statements, and any forms or filings that are required by the Code or any government agency. Organization will submit such written report to Charities no later than fifteen (15) business days after the date of Charities' written request. Organization may also be required, if requested by Charities or as otherwise specified in any Statement of Terms, to participate in periodic telephone or in-person conferences with Charities or its designee (which shall also be considered a "report" under this Agreement). Charities may withhold any Grant Funds for such period as it determines may be reasonable to request and review any report provided for in this Agreement or applicable Statement of Terms, regardless of the form of such report. Any report provided for in this Agreement or any applicable Statement of Terms shall be provided by Organization in a form and format specified by Charities.

Sponsorship.

(a) **Sponsorship Terms.** From time to time following execution of this Agreement, Charities may award a sponsorship to Organization for a specific limited purpose (such as an event or conference) (each, a "Sponsorship") on the terms and conditions set forth in this Agreement and as further specified in the Statement of Terms. With respect to each Sponsorship, at a minimum the Statement of Terms will include (i) the amount of cash or in-kind goods or services to be awarded to Organization (the "Sponsored Amount"); (ii) a description of the in-kind goods or services to be awarded; (iii) the distribution schedule for the Sponsored Amount; (iv) the name and date(s) for the applicable Sponsorship event or conference (the "Sponsored Event"); and (v) any benefits to be provided by Organization to Charities for the Sponsorship.

(b) **Use of Sponsored Amount.** Organization will expend the entire Sponsorship Amount granted for the Sponsored Event within one (1) year of receipt. In the event that Organization cannot use the Sponsored Amount for the Sponsored Event within one (1) year of receipt, Organization must notify Charities immediately.

(c) **Benefits Provided by Organization.** Organization shall provide to Charities any benefits that Organization ordinarily provides to sponsors at the Sponsored Amount sponsorship level including, but not limited to, such benefits as are described in the Statement of Terms and/or indicated in any Organization sponsorship solicitation materials, whether or not attached hereto or thereto.

Adoption.

(a) **Adoption Terms.** From time to time following execution of this Agreement, the Parties may agree for Organization to participate in Charities' adoption program (the "Adoption Program") at one or more locations specified by Charities (the "Adoption Center") to help find homes for Animals on the terms and conditions set forth in this Agreement and as further specified in the Statement of Terms.

(b) **Adoption Center.** Charities will be responsible for any construction of and necessary maintenance to the physical facility and fixtures (such as HVAC, appliances, plumbing and electrical system) of the Adoption Center, and for paying all utility and related costs. Organization shall not pay any rent for use of the Adoption Center. Organization shall commence using the Adoption Center(s) on the date designated in the Statement of Terms or as otherwise agreed upon by the Parties. Organization acknowledges and agrees that the availability of the Adoption Center may be subject to certain administrative, regulatory, and/or contractual requirements, which may delay or prevent Charities from obtaining the location. In the event that the Adoption Center does not become available or becomes available with modifications or restrictions that Charities determines to be undesirable, Charities may immediately terminate this Agreement or applicable Statement of Terms with no further obligation.

(c) **Adoption Policies.** Charities will provide policies, procedures and/or manuals, and may provide certain on-site training and/or training materials to Organization related to the Adoption Center and Organization's presence in PetSmart stores (collectively the "Adoption Policies"). Charities or PetSmart may modify the Adoption Policies in their sole and absolute discretion. Organization, its employees and volunteers will comply with all such policies, procedures, and/or manuals at all times.

(d) **Adoption Center Supplies.** Charities may provide, in its sole discretion, certain Products which may include animal food and cat litter, supplies, or equipment that may be approved by Charities from time to time, in reasonable quantities for the sole purpose of use for the benefit of pets available for adoption while they are present in the Adoption Center. No Organization employee or volunteer will be permitted to remove any products, supplies, or equipment from the PetSmart store for use in the Adoption Center or for any other reason. Organization will not charge Charities or PetSmart any adoption fees or other expenses.

(e) **Damage to Adoption Center.** Organization will be responsible for any damage to the Adoption Center or related equipment caused by the Organization, its staff or volunteers. Organization will, at its sole expense, maintain the Adoption Center in a clean, sanitary and orderly fashion and take preventative action to discourage the spread of communicable diseases among Animals. Organization is responsible for ensuring that the Adoption Center is clean, fully sanitized and disinfected prior to departure.

(f) Conditions. None of Organization, its employees, volunteers or agents, may, directly or indirectly: (i) during the term of any Statement of Terms, sell products and/or services competitive with those sold by PetSmart (such as grooming, pet training and veterinary services) or conduct fundraising activities while in the Adoption Center or on PetSmart premises; (ii) during the term of any Statement of Terms, interfere in any way with the conduct of the business of PetSmart, Charities or any customer, tenant or occupant of the PetSmart store or shopping center at any time; (iii) during or after the term of any Statement of Terms, directly solicit donations from PetSmart customers while they are present at the Adoption Center or on PetSmart premises; provided, however, that Organization is welcome to collect donations from the public while Organization is onsite performing adoptions at the Adoption Center if Organization provides its own donation collection canister located where adoptions are being performed; (iv) during or after the term of any Statement of Terms, disparage (1) PetSmart, Charities, Banfield Pet Hospital, or any customer, tenant or occupant of the PetSmart store or shopping center; (2) any PetSmart or Charities product, service, employee, representative, volunteer or agent; or (3) the activities or reputations of any other organization participating in the Adoption Program. Organization acknowledges and agrees that, in addition to Organization, one or more animal adoption agencies may operate in the PetSmart store or Adoption Center.

(g) Animal Care and Transport.

(i) Organization shall be fully responsible for populating the Adoption Center with Organization's Animals and for properly caring for such Animals at all times, including daily feeding and clean-up unless other arrangements or schedule has been made with PetSmart for coverage of these tasks. Organization shall retain ownership of each Animal that occupies the Adoption Center until the adoption process for such Animal is complete.

(ii) Organization must maintain control of its Animals in the Adoption Center at all times. Animals that are outside the Adoption Center for any reason must be transferred either in a crate or on a lead with one handler to each Animal. Display of Animals outside of the Adoption Center may be permitted under certain circumstances with prior consent from PetSmart or Charities. In such case, all Animals shall be confined either in a crate or an exercise pen or on a lead with one handler to each Animal.

(iii) Prior to being transported to the Adoption Center or the PetSmart store, a health and behavior assessment must be conducted on all Animals; all Animals must be deemed safe for interaction, healthy, spayed or neutered and adoptable; all Animals must be provided age-appropriate vaccinations in accordance with the Adoption Policies and applicable law; and Organization shall ensure that all Animals are in compliance with any applicable laws. Organization will offer only healthy, safe and spayed/neutered Animals for adoption in the Adoption Center or designated adoption areas. Animals showing or previously having shown any signs of aggression are strictly prohibited from the Adoption Center and PetSmart premises. Organization will isolate Animals at the first sign of illness or aggression and remove such Animals immediately from the Adoption Center and PetSmart store. Animals showing signs of aggression may not be brought back to the Adoption Center or PetSmart store for future placement.

(iv) Unless otherwise specified in the Adoption Policies, vaccinating, providing veterinary services or dispensing any medication to Animals in the Adoption Center or on PetSmart premises is strictly prohibited. At all times while an Animal is in the Adoption Center, Organization must comply with all licensing, registration and identification laws and requirements applicable to each such Animal. Organization shall also provide all relevant information to the adopting party necessary for licensing and registration at the time the Animal is adopted. Organization will maintain all necessary records for such license and registration, as well as any other records related to any Animal or operation of the Adoption Center that may be required by applicable law. Organization will provide copies of such records to Charities or PetSmart upon request.

(v) Charities or its designee may require Organization to immediately remove any Animal from the Adoption Center as may be required in Charities' sole discretion as may be reasonably necessary to comply with Adoption Policies, operate the Adoption Program, ensure the safety or well being of any Animal or person, or comply with any applicable law. Organization hereby authorizes Charities and its designees to take any action with respect to any Animal reasonably necessary or desirable to operate the Adoption Program, ensure the safety or well being of any Animal, or comply with any applicable law.

(h) Adoption Process.

(i) Subject to this Agreement, the Adoption Policies, and applicable law, Organization will use its own adoption policies and procedures when offering Animals for adoption at the Adoption Center, and Organization will make the final decision in the adoption of an Animal. If an adoption is denied, Organization will explain to the denied adopting party why it was denied and offer alternatives.

(ii) Organization shall not discriminate against any individual in any way, and shall avoid the perception of discrimination during the adoption process and with respect to adoption fees, ensuring equal opportunity and fair treatment to all potential adopting parties.

(iii) In addition to any adoption-related document required by Organization, Organization will require, for each adoption, an adoption release form signed by the adopting party or other documents as may be required from time to time by Charities. Organization shall maintain all adoption applications and related information as private and confidential;

provided, however, that Charities may require, and Organization agrees to provide, access to such information and all other records related to an Animal, adopter, or adoption process, in the event an adopting party or PetSmart customer raises an issue concerning such adoption, and as may otherwise be necessary or appropriate in conjunction with threatened or actual legal proceedings or regulatory investigations or inspections.

(i) Additional Adoption Terms for Everyday Adoption Centers. In addition to the Adoption Program terms set forth in this Agreement, the following shall be applicable if Organization participates in the Everyday Adoption Center Program.

(i) All Animals, prior to being transported to the Adoption Center, must be given an examination and preliminary health assessment by a licensed veterinarian to ensure each is healthy, spayed or neutered, and adoptable; and all Animals must be deemed behaviorally safe for adoption and public interaction by an individual trained or certified in an industry accepted behavior assessment protocol, or another protocol if specifically approved by Charities in writing and in advance, and in Charities' sole discretion.

(ii) Organization will provide at least one (1) vehicle to be used to transport Animals between Organization's facilities and the Everyday Adoption Center. Organization will be responsible for all costs relating to transportation of the Animals, including any automobile insurance as described in this Agreement. Animals shall be transported between Organization's facility and the Everyday Adoption Center with a frequency and on a schedule as is required to ensure that at all times, the Adoption Center is populated with Animals for adoption at a level specified in the Adoption Policies or as otherwise specified by Charities, provided however, that Organization shall comply with all applicable laws and Adoption Policies related to containing Animals in the Adoption Center.

(iii) Organization is expected to complete a minimum number of adoptions from the Everyday Adoption Center as may be determined by Charities from time to time or as specified in the Adoption Policies.

(iv) Organization will ensure that the Everyday Adoption Center is appropriately staffed during hours determined by PetSmart and Charities, and will ensure that its employees and volunteers are available to assist the public during PetSmart store hours. In the event that the PetSmart store is closed to the public for any reason, Organization shall staff the Everyday Adoption Center for enough time to ensure appropriate care for all Animals in the Everyday Adoption Center. Organization will be solely responsible for hiring employees and volunteers to staff the Everyday Adoption Center. In no event shall Organization have fewer than two (2) employees or one (1) employee and one (1) volunteer (i.e., at least two (2) people at all times) staffing the Everyday Adoption Center during PetSmart store hours. The Parties and PetSmart must mutually agree in writing at least twenty-four (24) hours in advance of any changes to the schedule.

(v) If Organization desires to engage in an interstate transport program of any kind, Charities shall maintain an annual right of first refusal to become the exclusive transport program provider for Organization, unless stipulated otherwise in Charities' sole discretion.

(vi) Insurance Organization will maintain, at its sole cost and expense, during the term of this Agreement and for at least five (5) years thereafter, the following insurance coverage: (a) a commercial general liability insurance policy with limits for bodily injury, property damage and products liability/completed operations coverage of not less than \$1,000,000 per occurrence, with an aggregate limit of not less than \$2,000,000, such policies to include contractual liability and contain no exclusion related to Organization's compliance status with mandatory or voluntary safety standards of the United States of America; (b) an automobile liability insurance policy with limits not less than \$1,000,000 combined single limit; (c) workers' compensation insurance, including coverage for occupational disease, in the benefit amounts required by law, and employer's liability insurance, with a limit of liability not less than \$1,000,000 per accident; and (d) professional liability - errors and omissions insurance with limits not less than \$2,000,000 per occurrence and an aggregate limit of not less than \$5,000,000. Organization will provide additional liability limits of at least \$2,000,000 per occurrence, either through an umbrella or excess policy, such policy to be excess to the underlying commercial general liability and auto insurance policies. All insurance will be maintained with insurance companies authorized by law to conduct business in the United States of America and Canada with the financial rating of at least A-VII status, as rated in the most recent edition of Best's Insurance Reports. The insurance policies will include Charities and PetSmart, Inc. as additional insureds, be provided on a primary and noncontributory basis and include a waiver of subrogation in favor of Charities and PetSmart, Inc. Organization will provide to Charities a certificate of insurance or similar binder for each policy evidencing compliance with this Agreement upon execution of this Agreement, on each anniversary thereafter and upon ten (10) days of written request from Charities. Organization will send such certificates or binders to certificates@ssg.Petsmart.com. Should any of the above policies be canceled before the expiration date thereof, notice will be delivered in accordance with the applicable policy provisions. The insurance coverage provided for in this Agreement will not act to limit Provider's liability under this Agreement. Charities reserves the right to adjust coverage limits depending on Organization's risks.

(j) Charities may elect to provide certain "adoption rewards" related to the Adoption Program in accordance with Charities then-current Adoption Rewards Program, if any, which may be modified or discontinued by Charities in its sole discretion. Organization agrees to use any such reward for the purpose of furthering an adoption program designed to find homes for homeless pets, and such reward shall be subject to the Grant Terms and Conditions herein.

(k) Organization Employees and/or Volunteers.

(i) Organization employees must be at least 18 years old. Organization volunteers must be at least 14 years old and properly supervised by the Organization. Volunteers under the age of 18 must be accompanied by and supervised by an adult at all times. Organization and all Organization employees and volunteers must maintain a clean, neat and professional appearance at all times, and conduct themselves in a professional and courteous manner.

(ii) No family members or personal pets of an Organization employee or volunteer may be present at the Adoption Center during such employee's or volunteer's shift, except family members who are also formally volunteering with the Organization for the specific event or shift.

(iii) Organization shall cause each employee and volunteer working on behalf of Organization in conjunction with the Adoption Program to sign an agreement with Organization requiring compliance with this Agreement, and waiving any and all claims and liability against Charities and PetSmart related to the Adoption Program.

(iv) If mutually agreed upon in writing by Organization, Charities, and PetSmart, Charities may, through its relationship with PetSmart, facilitate use of PetSmart employees to support the Adoption Center, which may include conducting adoptions, providing care for Animals, and maintaining the facilities. In such event, Organization hereby authorizes Charities and PetSmart to carry out those activities specified in this Agreement and the Adoption Policies, to the extent necessary to provide such services. Organization agrees to provide all reasonably necessary training on Organization's practices necessary to conduct adoptions, including without limitation, Organization's adoption standards and fees. If requested by Organization, Organization will provide access to its shelter management system or other information system, and any licenses required for such use.

(v) In the event Charities or PetSmart has any objection to any Organization employee or volunteer, Charities or PetSmart shall have the right to require Organization to commence appropriate procedures to remedy the basis of any such objection. Upon reasonable request, PetSmart or Charities, in its sole discretion, may require the removal of the employee or volunteer from the Adoption Center.

(vi) Organization agrees not to solicit Charities' or PetSmart's employees, former employees, representatives, former representatives or volunteers during the term of this Agreement and for one (1) year after the date of termination thereof. Notwithstanding the foregoing, it shall not be deemed a violation of this provision for Organization, Charities or PetSmart to hire an employee of the other Party who responds to a general advertisement regarding employment opportunities.

Rescue Waggin'.

(a) Rescue Waggin' Terms. From time to time following execution of this Agreement, Charities may engage Organization to participate in Charities' Rescue Waggin'™ Program ("Rescue Waggin' Program") on the terms and conditions set forth in this Agreement and as further specified in the Statement of Terms. With respect to any Organization that desires to participate in the Rescue Waggin' Program, at a minimum the Statement of Terms will include whether Organization will be a "Source Shelter" and/or "Destination Shelter" in the Rescue Waggin' Program.

(b) Source Shelter Obligations. If Organization agrees to be a "Source Shelter" as set forth in the Statement of Terms, Organization agrees to comply with all of the standards, protocols and obligations detailed in the Rescue Waggin' Standard Operating Procedures Manual for Source Shelters, Charities' and Rescue Waggin' Program policies, procedures and/or manuals related to the Rescue Waggin' Program, as such documents may be amended from time to time at Charities' sole discretion.

(i) Organization must maintain and follow written Standard Operating Procedures ("SOPs") within its facility, and will provide copies of such SOPs to Charities upon request.

(ii) Organization agrees to fully participate in all aspects of Rescue Waggin' program which includes but is not limited to transport, shelter mentorship programming, and spay/neuter efforts with the goal of reducing intake, increasing live outcomes and improving shelter operations and efficiencies and community programming.

(iii) Organization agrees that all Animals placed via their adoption programming will be spayed or neutered prior to placement in the adoptive home.

(iv) Organization acknowledges and agrees that ownership of all transported Animals transfers to the Destination Shelter when the Animal is placed on the transport vehicle.

(v) Charities, its agents and any third-party providing services to Charities in support of the Rescue Waggin' Program (including any Rescue Waggin' Program transport company) will have the sole right at any time, in its sole discretion, to remove any Animal from the transfer list or transport vehicle and, in such event, Organization will accept ownership back of such removed Animal.

(vi) Organization agrees not to engage in any other type of interstate transport program while a Rescue Waggin' Program participant unless agreed to in writing by Charities in its sole discretion. However, in specific instances where Organization has an immediate need to transport certain Animals and has requested, but Charities declined, transport of

those Animals as part of the Rescue Waggin' Program, Organization may conduct interstate transport of those Animals within seven (7) days of such request.

(c) Destination Shelter Obligations. If Organization agrees to be a "Destination Shelter" as set forth in the Statement of Terms, Organization agrees to comply with all of the standards, protocols and obligations detailed in the Rescue Waggin' Standard Operating Procedures Manual for Destination Shelters, Charities' and Rescue Waggin' Program policies, procedures and/or manuals related to the Rescue Waggin Program, as such documents may be amended from time to time in Charities' sole discretion.

(i) Organization acknowledges and agrees that Organization shall assume ownership of transported Animals, and such ownership commences at the time at which the Animal is placed on the transport vehicle from the Source Shelter location. Notwithstanding the foregoing, Organization hereby authorizes Charities and its designees to take any action reasonably necessary or desirable to operate the Rescue Waggin' Program, ensure the safety or well being of any Animal, or comply with any applicable law.

(ii) Organization agrees that all Animals placed via their adoption programming will be spayed or neutered prior to placement in the adoptive home. All Animals received via the Rescue Waggin' program must be spayed or neutered prior to adoption placement or other transfer out of the destination organization's care.

(iii) Charities shall use reasonable efforts to select for transport, from the source shelter location, only those Animals without symptoms of illness or disease; provided, however, that Organization acknowledges and agrees that Charities may not identify Animals with non-symptomatic illnesses or non-symptomatic/non-evidenced injuries. Accordingly, Organization is responsible for receiving, treating and managing any Animal illness or injury that arises or becomes symptomatic during transport or that is identified upon or after arrival at Organization.

(d) Organization agrees that it will not engage in any interstate transport program that interferes or disrupts the operation of the Rescue Waggin' Program or materially degrades Organization's level of participation in the Program, including without limitation, any reduction in the frequency of transports or number of Animals per transport, or limitations on the types of Animals included in any transport.

**MASTER SUPPORT AGREEMENT – EXHIBIT A
INITIAL STATEMENT OF TERMS**

General Terms							
Indicate Type of Program(s)			Grant X Sponsorship Adoption X Rescue Waggin’				
Term			Start Date: Upon full execution End Date: Upon termination				
Parties and Contact Information							
Organization		Williamson County			Charities		PetSmart Charities, Inc.
Address		710 S. Main Street Georgetown TX 78626-5703			Address		19601 North 27 th Avenue Phoenix, AZ 85027
Principal Contact		Misty Valenta			Principal Contact		Kit Jenkins
Tel.		(512) 943-3817	Fax		Tel.		623/587-2837 Fax
Grants							
Amount of Grant Funds – Cash				\$6,600			
Amount of Grant Funds - In-Kind (Fair Market Value)				\$ n/a (FMV)			
Total Amount of Grant Funds (cash and/or in-kind)				\$6,600			
Description of in-kind goods or services provided (including equipment, services, etc.) to Organization (if any)				n/a			
Distribution Schedule of Grant Funds				\$6,600 in a single installment			
Grant Purpose				The Grant Funds will total \$6,600 for the 12-month Grant Period. The Grant Funds will be used by the Organization solely for the purpose of increasing the Organization's offsite adoptions with: ☐ increased awareness of, and adoption activity at, the Organization's offsite adoption opportunities by funding • approximately \$2,750 to wrap an existing adoptions van which is parked in front of their PetSmart partner store during adoption events 4 days per week. Wrap graphic will be reviewed by PetSmart Charities before it is finalized. • approximately \$1,000 for paid social media • approximately \$1,290 total for equipment to allow for outdoor set-ups on more days per year > approximately \$700 for exercise pens, tents, and tent weights > approximately \$590 for fans and cooling pads • approximately \$1,560 for a technology package to streamline the offsite adoption process with > approximately \$905 for 1 tablet, tough cover, and 2-year protection plan > approximately \$530 for hotspot wireless access and 1-year data plan > approximately \$125 for 1 wireless printer and protection plan ☐ Project goal: By end of the Grant Period, to increase offsite adoptions by approximately 100 pets, compared to the parallel previous 12-month period.			

Grant Period	Start: Upon full execution End: 12 months after Start date
Sponsorships	
Amount of Cash Grant Funds	\$
Amount of In-Kind Grant Funds (Fair Market Value)	\$ (FMV)
Total Amount of Grant Funds (cash and/or in-kind)	\$
Distribution Schedule of Sponsored Amount	
Name and Date of Event or Conference	
Benefits Provided by Organization (if any)	
Adoption	
Location (address and/or PetSmart store number)	#1243 and #195, additional locations as may be agreed to by PetSmart Charities, Inc.
Is the Adoption Center an "Everyday Adoption Center"?	Yes No X
Start Date	upon full execution
Rescue Waggin'	
Is Organization a "Source Shelter"?	Yes No X
Is Organization a "Destination Shelter"?	Yes No X

Licenses	
Charities' License of Organization's Marks as Identified Below	Yes X No
Organization's License of Charities' Marks as Identified Below	Yes x No
License Purpose and Duration (if different from the Term)	To acknowledge PetSmart Charities support of the organization and to promote activities subject to this Statement of Terms namely Rescue Waggin' and In Store Adoptions programming.
Identification of Marks	
Organization's Marks	
(a)	
(b)	
Charities' Marks	
(a) PetSmart Charities™	
(b)	
	
Other Requirements	
Reporting Requirements	In addition to any requirement set forth in the Master Support Agreement, the

	Organization agrees to provide the following reports to PetSmart Charities in connection with this Statement of Terms, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how reports are provided. INTERIM GRANT REPORT: By 7 months after the Start Date of this Statement of Terms, via www.cybergrants.com/petsmartcharities/reports/app. To include: - o A status report on the grant project, any impact showing to date, and timeline for remainder of grant period. - o A detailed expense report showing expenditure of Grant Funds to date. FINAL GRANT REPORT: By 13 months after the Start Date of this Statement of Terms, via www.cybergrants.com/petsmartcharities/reports/app. To include: - o A detailed expense report showing expenditure of Grant Funds, including receipts upon request. - o A summary of funded equipment and advertising efforts, their impact on offsite adoptions, and your plan to continue and/or repeat that impact. - o Number of offsite adoptions performed during the 12-month Grant Period, compared to the same 12-month period of the previous year, recorded by dog/cat/puppy/kitten/other. REPORTING FOR ADOPTIONS PROGRAM: Adoption program participation reports and data as requested by PetSmart Charities, Inc.
Additional Requirements (if any)	