



301 Union Street #21308 | Seattle, WA 98111

## GRANT PARTICIPATION AGREEMENT

This Grant Participation Agreement ("Agreement") sets forth the terms and conditions of the relationship under which

Williamson County Regional Animal Shelter

("PARTICIPATING ORGANIZATION" or "Donee") with a place of business at

1855 SE Inner Loop, Georgetown, TX

and Greater Good Charities ("GGC") shall operate with respect to the grant funding opportunities ("Grant") identified herein.

GGC is an independent 501(c)(3) charitable organization whose mission is to help people, pets, and the planet by mobilizing in response to need and amplifying the good. One way in which GGC works towards this mission is by providing support to best-in-class charitable organizations and programs in the form of cash or in-kind grants. GGC also provides grant services though some of its program activities.

GGC raises Donor funding and or distributes unsolicited donations, where either may be monetary, services, or in-kind goods, to advance its projects, programs, and charitable purposes.

GGC is offering funding, services, and or in-kind product opportunities and support to PARTICIPATING ORGANIZATION to assist PARTICIPATING ORGANIZATION in its program and service activities as described in an approved application submitted to GGC. The terms of that approved application are incorporated herein. Also incorporated herein by reference is any applicable Scope of Work describing specifics of the grant funding. Greater Good Charities may, at its sole discretion, provide Grants through this Agreement without requiring an application. All exhibits to this Agreement are incorporated herein and made part of this Agreement.

As a condition of receiving a GGC Grant, PARTICIPATING ORGANIZATION states that it is a registered nonprofit organization compliant with the laws and regulations of its governing jurisdiction of formation, a governmental organization or agency representing a public jurisdiction, or an otherwise qualified recipient of approved to receive Grants by GGC. PARTICIPATING ORGANIZATION agrees to the terms and conditions set forth below. PARTICIPATING ORGANIZATION specifically acknowledges that participation in this Grant opportunity is not a guarantee of funding nor an enforceable commitment by GGC to pay at any specific level of funds or at any specific time, other than as specified below. Any term or condition of this Participation Agreement contrary to any law or regulation governing the activities of a qualifying governmental organization as a Party hereto shall be inapplicable to that organization.

## GRANT FUNDING TO PARTICIPATING ORGANIZATION

Upon application and or GGC' approval, PARTICIPATING ORGANIZATION is eligible to receive from GGC a Grant. The type and amount of Grant shall be in GGC' sole discretion. The use of the Grant shall be only for that or those purposes i) identified in the "Grant Application" made through GGC' electronic Grant Management System and or ii) by mutual agreement between the parties, as described in Exhibit A, Scope of Work. Use of the Scope of Work exhibit allows for the use of new, multiple, and or installment grants to the same PARTICIPATING ORGANIZATION, over time. The additional terms and conditions contained in an agreed and executed Scope of Work shall be incorporated herein. The schedule for use and completion of all approved Grant(s) shall be by mutual agreement between the parties as described in Exhibit A or otherwise



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contained in the approved Grant Application made through the GGC Grant Management System. Grants may be distributed to PARTICIPATING ORGANIZATION as a single payment and or delivery or Grants may be paid and or distributed in installments, as described in Exhibit A or the approved Grant Application made through the GGC Grant Management System. In some cases, the Grant may be delivered as in-kind products and or as program services. In those instances, in-kind Grants shall be subject to the same terms and conditions controlling the use of Grant funds.

GGC shall not discriminate in the selection, treatment, and or distribution of Grants to PARTICIPATING ORGANIZATIONS based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).

## **ORGANIZATION OBLIGATIONS**

### **1. Restricted Funds**

- a) PARTICIPATING ORGANIZATION acknowledges and agrees that GGC Grants received are restricted to the approved uses described in Exhibit A or the approved Grant Application made through the GGC Grant Management System. Any deviation requires written permission from GGC prior to redirecting the Grant's use. GGC will provide clarification in response to written inquiries.
- b) Any GGC Grant not timely used or needed by PARTICIPATING ORGANIZATION in furtherance of approved uses per paragraph 1.(a), above, shall be returned to GGC within 6 months of a written request to do so from GGC.

### **2. Reporting Requirements and Name and Media Use**

- a) PARTICIPATING ORGANIZATION shall provide GGC with follow-up reporting as scheduled in Exhibit A, the approved Grant Application made through the GGC Grant Management System, or as otherwise requested by GGC. Grant awards of \$250 or more in value require timely completion of a follow up form including photos, video, and stories demonstrating OUTCOMES (short-term effects) and IMPACTS (long-term effects) of the grant award. The form may also require financial reporting, receipts, and narrative description of how GGC funding was spent. GGC will provide you with this form and deadline as necessary. In accordance with 990 filing rules, PARTICIPATING ORGANIZATION shall also provide any necessary information to document donated funding in accordance with current IRS U.S. Tax Laws. Failure to report as required may result in the loss of future Grants and or repayment of the Grant to GGC.
- b) GGC will, from time to time, use PARTICIPATING ORGANIZATION's name, photos, videos, stories, and other marketing assets in conjunction with GGC's projects and programs and other fundraising and marketing vehicles. Use of PARTICIPATING ORGANIZATION's marks and media shall be governed by the terms and conditions of Exhibit B, Grant of License, prior to any award of Grant. If PARTICIPATING ORGANIZATION wishes to have any PARTICIPATING ORGANIZATION reference removed from GGC materials, PARTICIPATING ORGANIZATION will contact GGC directly.

### **3. Waiver and Limitation of Liability Regarding In-Kind Grants**



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- a) Waiver. Greater Good Charities shall not be responsible for, and PARTICIPATING ORGANIZATION hereby waives all claims against GGC for the quality, serviceability and/or fitness for use of any and all in-kind Grant products distributed as Grant property. PARTICIPATING ORGANIZATION assumes all responsibility for the proper storage and use of in-kind Grant products, including but not limited to, any special storage requirements necessary to prevent product spoilage, the supervision and safety of users of in-kind Grant products, whether human or animal, and the proper and timely disposal (or other required disposition) of outdated in-kind Grant products.
- b) Limitation of Liability. In no event shall either party be liable to the other for special, consequential, punitive, or exemplary damages under this agreement. Each party's liability to the other shall be limited to the amount of insurance carried by the party that may be applicable to such claims as may arise or to the fees paid for the past twelve months under the agreement, whichever shall be greater. Nothing in this limitation shall be construed to imply any limitation of liability with respect to any third party who may make a direct claim against either Party.
- c) This Limitation of Liability clause is subject to PARTICIPATING ORGANIZATION'S state and local laws and regulations. As such, this clause may be limited or otherwise void in certain jurisdictions. In the event PARTICIPATING ORGANIZATION is a governmental organization or agency, its regulatory requirements and or limitations shall apply.

#### **4. Donee Representations and Warranties**

- a) Donee represents and warrants that it is a registered nonprofit organization compliant with the laws and regulations of its governing jurisdiction of formation, a governmental organization or agency representing a public jurisdiction, or an otherwise qualified recipient of approved to receive Grants by GGC, and that it will maintain good standing with such status.
- b) Donee represents and warrants that it will at all times comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Compliance includes but is not limited to those relating to the boarding, care, treatment, transportation and or use of animals, building codes and permitting, transportation and or storage of products, and applicable conservation and research restrictions and permitting regarding field activities.
- c) Donee shall not discriminate in the selection, treatment, and or distribution of program donations to others, as permitted by the terms of the Grant, based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).
- d) Donee represents and warrants that it provides or conducts i) the highest standard of humane boarding, care, treatment, transportation, and use of animals and reasonably verifies that all persons participating in its program provide similar humane care and treatment, ii) the highest standard of human services care, treatment, transportation, and interaction and reasonably verifies that all persons participating in its program provide similar care and treatment of those served, iii) conservation and research efforts and activities using only scientifically and ethically defensible methods and reporting, and or iv) its programs' missions using an appropriate standard of care applicable to the circumstances.
- e) Donee agrees to keep accurate electronic books of account and records covering all transactions relating to Donee's performance under this Agreement. Such books and records shall be kept



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and maintained by Donee for a period of at least five (5) years from the dates of relevant transactions. GGC and/or a duly authorized representative of GGC shall have the right, during normal business hours, to access distribution records maintained in Donee's application database or elsewhere and to audit Donee with respect to the Grant and use thereof and to make copies and extracts thereof.

## **5. No Representations or Warranties Regarding Products**

- a) Donee understands and agrees that in-kind Grant Products are transferred to Donee "WHERE IS and AS IS". GGC makes no warranty or guarantee of any kind with respect to in-kind Grant Products and DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Donee (for itself, its legal representatives, successors and assigns), does hereby release and forever discharge and agree to indemnify and save harmless GGC (including but not limited to, its parent company, affiliates, subsidiaries, agents, servants, employees, officers, directors and trustees), from and against any and all losses, liability, claims, demands, actions or causes of action, and damages, of any kind, including court costs and attorneys' fees, which Donee or any other party has ever had, now has, or may in the future have against GGC, known or unknown, caused by, or arising out of, the use of the Grant and any in-kind Grant Products transferred hereunder.
- b) Donee is not authorized by GGC to, and shall not, make any representation or warranty with respect to the Grant. When providing or transferring, with GGC' approval, in-kind Grant Product to Eligible Organizations, Donee shall provide such Eligible Organizations with written notice of the warranty disclaimer set forth herein.

## **6. Confidentiality.**

Donee acknowledges that in the course of receiving the Donations hereunder, Donee may be exposed to certain confidential information of GGC, including but not limited to software programs, information systems, business operations, market research, new product development, studies, analyses, compilations, sales and financial information and practices, plans and future activities of GGC and its affiliated companies, business and marketing information, formulations, employee information and other information deemed by GGC to be proprietary to it. Donee agrees that all such information shall be retained by Donee as strictly confidential, shall not be made available to or for the benefit of any person without GGC' written consent, shall be used only in connection with the receiving Grants from GGC hereunder, shall not be disclosed to or discussed with any person other than those authorized by GGC, and shall be delivered to GGC immediately on request. Donee's obligations under this Section shall survive the expiration or termination of this Agreement. Notwithstanding any other provision of this Agreement, Donee may disclose information as required by law.

## **7. Independent Contractors.**

Donee will always be an independent contractor and not an agent, partner, joint venture, or employee of GGC, and nothing contained herein shall be deemed as creating any employee/employer, partnership, or joint venture relationship between either GGC and Donee or GGC and any personnel of Donee. Donee shall indemnify and hold GGC and its affiliates harmless from any claims, demands, actions, losses, liabilities or expenses arising from any assertion or finding to the contrary, to the extent such assertion or finding is attributable to the acts of Donee. Donee shall be solely responsible for paying its



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estimated income tax (if any). Donee understands and agrees that neither it nor any of its personnel shall be entitled to participate in any welfare or retirement benefit plans offered by GGC to its employees. Donee assumes responsibility for any of its personnel providing services in connection with this Agreement, and will make all deductions for Social Security, withholding taxes, contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each such person. Neither Donee nor any of its personnel will have any authority to bind or commit GGC to any obligation or agreement, or act as the agent of GGC in any respect.

#### **8. US OFAC Sanctions Acknowledgment and Compliance Statement**

None of the Participating Organization, its operating partnerships or any of their respective subsidiaries (collectively, the "Entity") or, to the knowledge of the Entity, any director, officer, employee, agent, affiliate or representative of the Entity, is an individual or entity ("Person") that is, or is owned or controlled by a Person that is (A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("Sanctions"), nor (B) located, organized or resident in a country or territory that is the subject of Sanctions; the Entity will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person: (A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or (B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise); and the Entity has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

#### **9. Miscellaneous**

- a) Donee shall not assign this Agreement in whole or in part without the prior written consent of GGC.
- b) Donee, its employees, agents, and representatives will not discriminate because of age, race, religion, creed, color, national origin, disability, sexual orientation, gender, or veterans' status in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities. This Agreement and all services provided hereunder are expressly subject to the provisions of the United States Executive Order 11246, as amended, and other applicable Federal Regulations and Orders, issued under or pursuant to the Equal Employment Opportunity Act.
- c) This Agreement contains all the understandings and representations between the parties relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. No modifications of this Agreement or any of its terms shall be effective unless in writing signed by the duly authorized representatives of the parties as described herein. None of the provisions of this Agreement can be waived or modified except in a writing signed by both parties.
- d) This Agreement shall be exclusively enforced and interpreted using the English (US) language.
- e) The terms and provisions of this Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Washington, United States of America without giving effect



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to its choice-of-law provisions or to any rule construing ambiguities against the draftsman. The state courts of the State of Washington in Seattle and King County, and, if the jurisdictional prerequisites exist, the United States District Court for the Western District of Washington, shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or relating to this Agreement. Each party hereto consents to and waives any objection to the personal jurisdiction and venue of said courts, and, further, consents to the service of legal process in accordance with the rules of said courts or, alternatively, in the same manner prescribed for serving notices pursuant to this Agreement. In the event that Licensor is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.

- f) In the event any action or suit is brought by either party by reason of any default or breach of this contract by the other, then the non-defaulting party shall be entitled to recover from the defaulting party all of its costs and expenses of suit, including reasonable attorneys' fees and costs.
- g) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired, and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith and fair dealing. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of an executed counterpart or a copy scanned into a PDF format of an executed counterpart shall be valid and have the same force and effect as an original.
- h) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- i) The captions and headings in this Agreement are for convenience only and in no way define, limit, or affect the scope or substance of any provision of this Agreement.
- j) All notices given under this Agreement shall be delivered in writing by (a) certified mail, return receipt requested, (b) reputable overnight courier (e.g. Federal Express), or electronic mail addressed to the other party at the following addresses or such other address as a party may designate in writing to the other party hereto. Notice shall be deemed given upon receipt.



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If to Donor:  
Greater Good Charities  
301 Union Street, #21308  
Seattle, WA 98111  
Attention: Legal  
Email: [legal@greatergood.org](mailto:legal@greatergood.org)

If to Donee:  
Address line 1 \_\_\_\_\_  
Address line 2 \_\_\_\_\_  
Address line 3 \_\_\_\_\_  
Attention: Full name \_\_\_\_\_  
Email: [mvalenta@wilco.org](mailto:mvalenta@wilco.org) \_\_\_\_\_

## 10. DURATION

This agreement may be modified by mutual written consent of authorized representatives from PARTICIPATING ORGANIZATION and GGC. This agreement becomes effective upon signature by authorized representatives from PARTICIPATING ORGANIZATION. Voluntary termination may be affected by either Party in writing and with thirty (30) days' notice. Modifications to this agreement must be in writing and signed by both parties. The initial Term of this Agreement shall be one (1) year from the Effective Date. Absent a written notice of termination by either Party, this agreement shall automatically renew each year on the day prior to its annual expiration date.

## 11. CONTACT INFORMATION

PARTICIPATING ORGANIZATION  
name:

Williamson County Regional Animal Shelter

PARTICIPATING ORGANIZATION  
Representative:

Misty Valenta

Title:

Animal Services Director

Mailing address:

1855 SE Inner Loop

Georgetown, TX 78626

Telephone:

512-943-3322

Email:

mvalenta@wilco.org

GGC has ultimate authority and discretion regarding the distribution of its funds, services, and in-kind Grant products. All expenditures made are consistent with the exempt purposes of GGC and in accordance with donor intent.





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**IN WITNESS WHEREOF**, the PARTICIPATING ORGANIZATION has caused this Participation Agreement to be signed by their respective and duly authorized representative as of the date set forth below.

PARTICIPATING ORGANIZATION

  
Bill Gravell (Feb 27, 2024 15:30 CST)

Signature

Bill Gravell, Jr

Print Name

County Judge

Title

February 27, 2024

Date





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## **EXHIBIT A**

### **PROGRAM SCOPE OF WORK**

The Grant Amount, Purpose, and Scheduling of Funding and Reporting, etc. shall be those specified in the Scope of Work which is incorporated herein by reference. If no Scope of Work is applicable to this Participation Agreement, the Grant Amount, Purpose, and Scheduling of Funding and Reporting shall be those specified in the Grant Application and any additional terms listed below. The Participation Agreement contemplates multiple Grant Applications and or Scope of Work Exhibits to operate simultaneously or sequentially, as an Exhibit A.



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## **EXHIBIT B**

### **GRANT OF LICENSE TO GREATER GOOD CHARITIES**

1. This Grant of License Agreement is made by and between the Parties.
2. The Parties anticipate some efforts to create, exchange, and/or use certain media materials in a collaborative process relating to the purpose of the Grant described in this Agreement and recognize the need to protect themselves and others with respect to any claims or conditions associated with the creation, exchange and/or use of any such media materials.
3. Definitions.
  - a. "License Agreement" means this portion (Exhibit B) of the Agreement governing the rights and obligations between the Licensor and GGC, as set forth herein.
  - b. "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to GGC by Licensor under the terms of this License Agreement. Any reference in this License Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material taken as a whole.
  - c. "Licensee" means the Greater Good Charities as set forth herein as the Party receiving the rights to the Licensed Materials as specified hereunder.
  - d. "GGC Created Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is created by GGC, an employee of GGC or by an agent of GGC. Any such materials created by Greater Good Charities shall be its exclusive property with full right, title, and interest in any such materials. Any reference in this License Agreement to the GGC Created Material shall be to each individual item within the GGC Created Material and also to the GGC Created Material taken as a whole.
  - e. "Licensor" means the person or entity set forth herein as the counterpart to GGC and, in the context of the License Agreement, the party granting to GGC or others the rights to the Licensed Materials as specified hereunder.
  - f. "Party", in the context used herein, may, in context, mean either Greater Good Charities or the Licensor.
  - g. "Reproduction" and "Reproduce" mean any form of duplication, copying or publication of any or all of the Licensed Material, via any medium and by whatever means, and/or the distortion or manipulation of the whole or any part of the Licensed Material and the creation of any derivative work from the Licensed Material.



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#### 4. Grant of License, Rights & Restrictions.

a. Subject to the terms and conditions contained herein, Licensor grants to GGC limited, irrevocable, non-exclusive, non-transferable, perpetual, royalty-free, worldwide rights to Reproduce the Licensed Material identified hereto, as well as identified and/or requested in any additional agreement between the parties as identified herein. These rights may be exercised by GGC approved third parties, including but not limited to GGC donors, subcontractors, and entities supporting GGC interests, provided that any third party agree to abide by the terms of this License Agreement.

b. GGC may utilize the Licensed Material in any efforts deemed by GGC, in its sole discretion, to be in furtherance of the purpose set forth in the recital above or in conformance with specific authorized uses set forth in a separate additional agreement between the parties (e.g., the Licensor and Licensee named herein).

c. GGC may alter, crop, manipulate and create derivative works of the Licensed Material.

d. Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited.

e. Licensed Material shall not be incorporated into a logo, trademark or service mark absent further notice and agreement between the Parties.

f. Licensed Material shall not be used contrary to any restriction on use that is notified, in writing, to GGC prior to the time the Licensed Material is delivered to GGC. GGC may, at its sole discretion, reject any such restricted Licensed Materials and require Licensor to provide substantially similar unrestricted Licensed Materials in substitution.

g. The use of GGC Created Materials shall not be restricted by the Licensor in any way. If GGC is licensing any GGC Created Materials to another entity, the terms of that license will be contained in a separate contract between the Parties, and not within this Agreement.

#### 5. Copyright and Ownership.

a. No right, title, or interest in any Licensed Material provided by Licensor shall pass to GGC by the issuance of the license contained in this License Agreement.

b. All right, title, or interest in GGC Created Materials are and remain the sole property of GGC.

#### 6. Releases.

a. Licensor represents and warrants to GGC that Licensor has obtained all required releases for Licensed Material, in light of the uses contemplated by this agreement. Licensor shall, upon written request by GGC, provide copies of any and/or all relevant releases in support of GGC's use of Licensed Materials.

b. Licensor acknowledges and agrees that the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Licensed Material is permitted and licensable by a sufficiently comprehensive written release, and that Licensor is authorized to grant GGC the use rights contained in this Agreement.



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c. In the event that any GGC Created Materials incorporate, modify or use any of the Licensed Materials in such a way as to require that GGC be added to releases/licenses obtained by Licensor, Licensor agrees to add GGC as a named beneficiary of its rights under such releases/licenses.

7. Warranty.

a. Licensor warrants that:

- i. it has all necessary rights and authority to enter into and perform this License Agreement,
- ii. the Licensed Material will be free from defects in material and workmanship for 30 days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material), and
- iii. subject to Section 4 above (Releases), GGC's use of the Licensed Material in its original form, and when used in accordance with this License Agreement, will not infringe on any copyright, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.

8. Limitation of Liability.

Neither party shall in any event be liable for punitive, special, indirect or consequential damages assessed against the other, whether or not arising from the other party's negligence, lack of due care or fault.

9. Infringement.

Upon notice from Licensor, or upon GGC's knowledge that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor withdraws any Licensed Material for any good reason, GGC will physically remove the Licensed Material from its premises, computer systems and storage (electronic or physical) and, if possible, cease any future use at its own expense. Licensor shall provide GGC with comparable Licensed Material (which comparability will be determined by Licensor in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this License Agreement.

10. Miscellaneous Terms.

a. **Governing Law.** To the fullest extent permissible by applicable law, this Agreement will be governed in all respects by the substantive law of Washington State. Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington. In the event that Licensor is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.

b. **Severability.** If one or more of the provisions contained in the License Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised



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only to the extent necessary to make them enforceable.

c. Waiver. No action of either Party, other than express written waiver, may be construed as a waiver of any provision of this License Agreement. A delay on the part of either Party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either Party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion. Both Parties agree that this Waiver clause shall not be subject to waiver.

d. Entire License Agreement. This License Agreement contains all the terms of the license agreement, and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both Parties. In the event of any inconsistency between the terms contained herein and the terms contained in the Governing Agreement or any other communication between the Parties, the terms of this License Agreement shall govern.

11. Notwithstanding any terms or licenses provided or granted herein, Licensor grants GGC general permission to use its name, seal, logos, pictures, photographs, or video and/or audio recordings of Licensor's staff/volunteers provided that GGC's use is not done in such a way as to imply any form of approval or endorsement of any product, website, event or other idea or product, unless GGC obtains Licensor's prior approval. GGC shall not use Licensor's name, logos, seal, pictures, photographs, or video and/or audio recordings of Licensor's staff/volunteers in any manner that discredits Licensor or tarnishes its reputation and goodwill; is false or misleading; or mischaracterizes the relationship between Licensor and GGC, including but not limited to, any use that might be interpreted as an endorsing, approving, or certifying GGC's products or services.