

BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s [IRS FORM W9](#).

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

AGREEMENT

Grant Agreement Reference:

Recipient Business Name: Douglas Animal Shelter

Recipient Contact Name: Michael Lomeli

EIN:

Grant Name: Paws in the Field Challenge

Grant Amount: \$1,000

Best Friends’ Representative:

Section 1. Use of Grant Fund.

Grant fund is distributed in recognition of Recipient's participation and success in the Best Friends Animal Society Paws in the Field Challenge (the “Project”) between May 1, 2025 and May 31, 2025.

The “Term” of this Agreement, unless terminated pursuant to the language below will be from June 23, 2025 through June 23, 2026.

Grants will be provided in one-time payment on July 1, 2025 with Best Friends’ obligation to disburse funds conditional upon receipt of Recipient’s completed IRS Form W-9.

Section 2. Recipient Requirements

A. Recipient agrees to provide final via a form hosted on Airtable distributed by BFAS to the Recipient in June 2025.

B. With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.

C. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA through the term of this Agreement.

D. Recipient is a member or will become a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

Section 3. Grant Branding Terms and Promotion

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

Section 4. Photo, Video, Digital and Audio Release

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of this Agreement.

Recipient further agrees not to make any claim against Best Friends or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this Agreement releases and forever discharges Best Friends from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Section 5. Non-Disparagement

During the Term of this Agreement and for one (1) year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

Standard Terms

Section 6. Grant Recipient Representations and Warranties

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

A. Recipient is a qualified 501(c)(3) entity or government organization.

- B. Recipient represents that Recipient fulfilled each of the requirements for the Paws in the Field Challenge as set forth in Exhibit A attached hereto.
- C. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- E. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 7. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 8. Termination

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

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

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

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

Section 9. Intellectual Property License

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

Section 10. Release

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns (“Releasees”) are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct, or indirect, known or unknown, that may result as a result of the Recipient’s work, participation and activities related to this Grant and the Project.

Section 11. Indemnity Agreement

To the full extent permitted by law, the Recipient and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney’s fees and costs of litigation that result to anyone else or any other entity because of Recipient’s actions or omissions related to the Grant and the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 12. Proprietary Information

Recipient acknowledges and agree that the following constitute “Proprietary Information”: any secret or proprietary information relating direction to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 13. No Third-Party Beneficiaries

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

Section 14. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the termination of this Agreement.

Section 15. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between Best Friends and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

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

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Recipient Business Name:

Signature:

Printed Name:

Title:

Date:

Mailing Address for Grant Check:

Best Friends Animal Society

Signature:

Printed Name:

Title:

Date:

EXHIBIT A

Paws in the Field Challenge Participation Requirements

- 1. Recipient completed and submitted to BFAS the required registration form by March 31, 2025.
- 2. Recipient completed and submitted to BFAS the required challenge report form by June 13, 2025.
- 3. Recipient has a [Shelter Pet Data Alliance](#) account and is current on data submission and sharing through the month of May 2025.
- 4. Recipient conducted in-field reunification efforts to try to return found dogs to their owners for all found dogs for the duration of May 1, 2025 – May 31, 2025 (details below) as reported on the challenge report. If the Recipient already practiced all baseline requirements before May 1, 2025, Best Friends Animal Society approved Recipient to pilot a different in-field reunification practices, that Recipient was not already doing prior to May 1, 2025, for the duration of May 1, 2025 – May 31, 2025, as reported on the challenge report.
- 5. Recipient provided localized information around all found dog locations for the duration of May 1, 2025 – May 31, 2025 (details below) as reported on the challenge report. If the Recipient already practiced all baseline requirements before May 1, 2025, Best Friends Animal Society approved Recipient to pilot a localized information practice, that Recipient was not already doing prior to May 1, 2025, for the duration of May 1, 2025 – May 31, 2025, as reported on the challenge report.
- 6. Recipient distributed all provided PetHub tags during May 2025.
- 7. Recipient demonstrated a 10% year-over-year improvement in return to home and return to home in field outcomes for dogs in May 2025 compared to May 2024.

In-Field Reunification Baseline Requirements	Provide Localized Information around Found Animal Locations Baseline Requirements
Scan all found/stray dogs for microchips while in field	Officers impounding found/stray dogs fill in animal descriptive information on flyer or door hanger template. Officers hang 2 flyers at the intersection closest to the found location, or if flyers on street signs are not permissible, hang door hangers on 2 doors closest to the animal's found location.
For all found/stray dogs with microchips and/or tags, attempt to contact the listed owner before bringing the pet to the shelter	
Record dogs reunited without entering the shelter as Return to Home in Field to reflect staff time and resources invested to achieve positive outcome.	Enter the dog's found location as an address or intersection into shelter management software.