

Memorandum of Understanding

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 projects and/or needs. This document is to clarify in writing the roles that the organization listed below agrees to upon receipt of this one-time financial award (“Scholarship”).

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has been selected to receive a Scholarship for the below intended purpose. The funds shall be utilized for terms set below and will be disbursed only upon receipt of this document and a copy of the Recipient’s IRS Form W9 (if applicable). This document and Recipient’s IRS Form W9 must be received by Best Friends by April 15, 2026 for Recipient to be provided this Scholarship.

This Memorandum of Understanding (“MOU”) will govern the terms of the Scholarship. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

In consideration of the receipt of this Scholarship, Recipient agrees to the following terms:

Scholarship Amount and Terms:

Name of Recipient Organization: City of Douglas Animal Shelter

EIN #: 86-6000241

Scholarship in the amount of: \$600.00

Recipient Responsibilities:

- Recipient agrees that the Scholarship is provided for one (1) staff member and/or volunteer (“Recipient’s Representative/s”) to attend the Best Friends National Conference, May 7-9, 2026 in Salt Lake City, Utah (the “Educational Opportunity”).
- Recipient agrees that the Scholarship will be used specifically for the purpose of subsidizing the costs incurred by Recipient due to the Recipient’s Representative/s attending the Educational Opportunity. Recipient understands and agrees that Best Friends has no responsibility for any other costs that may be incurred by Recipient and/or Recipient’s Representative/s associated with Recipient Representative/s travel to or participation in the Educational Opportunity.
- 100% of Event registration costs will be covered by a registration code provided by Best Friends.
- Recipient’s Representative/s will attend at least 75% or more of the sessions offered at the Educational Opportunity
- Understands and agrees that if Recipient’s Representative(s) do not attend the Educational Opportunity, then Recipient will be obligated to pay Best Friends back for the full amount of the Scholarship.
- Recipient will submit confirmation of registration for the Educational Opportunity to Best Friends including the name and title of registered attendees via email to Best Friends designed email address once registration has been completed.

MOU Restrictions:

In addition to abiding by the requirement that the funds be used in furtherance of the project described in Recipient’s obligations, Recipient specifically agrees that no portion of the 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.

Termination by Best Friends:

Best Friends may immediately terminate this Agreement without penalty or any further obligation by sending an email to Recipient. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination. Recipient understands and agrees that Best Friends is not responsible for any costs incurred by Recipient and/or Recipient's Representative/s if Best Friends terminates this MOU prior to Best Friends payment to Recipient.

Release:

To the full extent permitted by applicable law, the Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to this MOU and the Educational Opportunity and its receipt of financial assistance funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Educational Opportunity. Recipient releases BFAS 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 Educational Opportunity. Recipient understands this agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities and of Recipient's Representatives participation in the Educational Opportunity.

Indemnity Agreement:

To the full extent permitted by applicable law, Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold BFAS 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 actions or omissions related to this MOU or the Educational Opportunity. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others.

By signing below, the Parties acknowledge that they have read this MOU and indicate their intent to sign and be bound by the terms and conditions herein. If signing electronically, each Party agrees 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.

Agreed to by:

Signed by:
Michael Lomeli
B3962B96513F40B...
Micheal Lomeli

Date: February 24, 2026 | 8:38 AM MST
Operations Commander

Electronic signature by authorized signer for Recipient

Agreed to by:

Signed by:
Jessica Gutmann
D65FED3759384B5...
Jessica Gutmann

Date: February 24, 2026 | 9:52 AM MST
Senior Regional Strategist

Electronic signature by authorized signer for Best Friends Animal Society