

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: City of Mission Animal Shelter
Recipient Contact Name: Michael Elizalde
EIN: 74-6001738
Grant Name: Mission 90-Day Shelter Programming Grant
Amount: \$36,000
Best Friends’ Representative: Jasmine O’Keefe

Section 1. Use of Grant Fund.

Grant Proposal and Use of Funds

The purpose of the funding is to provide City of Mission Animal Shelter with \$36,000 for the implementation and utilization of lifesaving programming that results in increased live outcomes for cats and dogs.

Performance and Sustainability Goals

- Sustain consistent adoption and Community Cat Programming through standardized workflows, assigned program ownership, and routine program evaluation.
- Review and strengthen the shelter's transport program, completing at least one transport by Month 2 and at least two transports during the 90-day grant period.
- Utilize pathway planning and routine data reviews to increase placement opportunities, reduce feline intake, and decrease length of stay.
- Demonstrate continuous improvement through regular evaluation of adoption, transport, and Community Cat Program performance metrics.
- Achieve and maintain a minimum **90% save rate for at least two consecutive months.**

The funding of periodic payments as set forth in the Agreement can be paused or stopped if City of Mission Animal Control does not meet monthly milestones.

Best Friends will provide Recipient with a bonus of \$3,000 in unrestricted grant funding if the Recipient achieves and maintains a save rate of 90% or higher for three consecutive months during the term of this agreement.

First 30 Days (Month 1)

Focus: Assessment, Training, and Foundation Building

Adoption Programming

- Identify staff responsible for adoption coordination and adopter communication.
- Complete Best Friends adoption training for appropriate staff.
- Evaluate current adoption policies, workflows, customer service practices, and adoption data to identify barriers to placement.
- Implement **at least one immediate improvement** to streamline the adoption process and improve the adopter experience.

Community Cat Programming

- Identify staff responsible for coordinating the Community Cat Program.
- Complete Best Friends Community Cat Program training for appropriate staff.
- Review current community cat workflows and identify opportunities to increase the number of cats sterilized and returned.
- Order grant-funded supplies and implement at least one improvement to strengthen program operations.

Dog Behavior & Enrichment Programming

- Identify staff responsible for coordinating dog behavior, enrichment, and playgroups.
- Recruit volunteers or community partners to assist with constructing the grant-funded play yard(s).
- Purchase grant-funded playgroup materials and enrichment supplies.
- Develop and implement a daily in-kennel enrichment schedule for all eligible dogs.
- Establish a timeline for play yard completion and program launch.

Transport Programming

- Identify staff responsible for transport coordination and partner communication.
- Review the current transport program, including receiving partners, medical preparation, health certificate processes, scheduling, and transport workflows.
- Identify barriers limiting transport capacity and develop an action plan to strengthen and expand transport opportunities.

Days 31–60 (Month 2)

Focus: Program Implementation

Adoption Programming

- Implement standardized adoption counseling and customer service practices.
- Standardize the adoption workflow to provide a consistent adopter experience.
- Integrate adoption into pathway planning and daily animal reviews.
- Begin routinely tracking adoption metrics to measure progress and reduce length of stay.

Community Cat Programming

- Implement standardized Community Cat Program workflows for TNVR and return-to-field.
- Begin utilizing grant funding for community cat surgeries and program supplies.

- Review program data and adjust operations to increase lifesaving outcomes.
- Develop draft Standard Operating Procedures (SOPs) for the Community Cat Program.

Dog Behavior & Enrichment Programming

- Complete Best Friends dog behavior, playgroup, and enrichment training for appropriate staff.
- Launch structured dog playgroups utilizing the new play yard(s).
- Conduct **at least one structured playgroup each day** for appropriate dogs.
- Integrate playgroups and enrichment into pathway planning and daily animal rounds.
- Begin tracking participation and behavioral progress.

Transport Programming

- Complete at least **one transport** utilizing grant-funded health certificates and transport assistance.

Days 61–90 (Month 3)

Focus: Standardization and Sustainability

Adoption Programming

- Develop and implement Adoption Program Standard Operating Procedures (SOPs).
- Assign long-term responsibility for adoption program oversight.
- Establish routine reviews of adoption metrics and continuous improvement strategies.

Community Cat Programming

- Finalize Community Cat Program SOPs.
- Establish a long-term sustainability plan, including staff responsibilities, supply management, and ongoing program evaluation.
- Review program data to identify successes, barriers, and opportunities for continued improvement.

Dog Behavior & Enrichment Programming

- Develop and implement Standard Operating Procedures (SOPs) for dog playgroups and in-kennel enrichment.
- Assign long-term responsibility for oversight of the behavior and enrichment program.
- Establish routine review of playgroup participation and enrichment activities to ensure consistency and long-term sustainability.

Transport Programming

- Develop and implement Transport Program Standard Operating Procedures (SOPs).
- Assign long-term responsibility for transport coordination and partner management.
- Establish routine reviews of transport performance and strategies to sustain and expand transport partnerships.

The “Term” of this Agreement, unless terminated pursuant to the language below will be from 8/1/2026 through 10/31/2026.

Grants will be provided in quarterly installments with Best Friends’ obligation to disburse initial funds conditional upon receipt of Recipient’s completed IRS Form W-9. All subsequent funding installments after initial grant installment will be contingent upon Project progression and completion of expected goals and reporting listed in the Agreement.

“Grant Installments” are set forth below:

Payment #1: Within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9. - \$18,000.00

Payment #2: 9/30/2026 - \$18,000.00

Best Friends shall make payments to Recipient in accordance with the payment schedule set forth above, provided that Recipient meets the Goals for each quarter/time period. Recipient acknowledges and agrees that timely achievement of the Goals is a material term of this Agreement.

In the event that Recipient fails to meet any Goal by the date specified, or fails to provide information to Best Friends to support that it has met any Goal, Best Friends shall have the right, in its sole and absolute discretion, to suspend any and all payments to Recipient that would otherwise be due under this Agreement (“Payment Suspension”) Best Friends may, but is not required, to provide written notice to Recipient of any Payment Suspension. The Payment Suspension shall remain in effect until, at Best Friends sole discretion, Recipient remedies the failure and achieves any previously unmet Goal to Best Friends’ satisfaction. Following any Payment Suspension, Best Friends shall have the sole and absolute discretion to determine whether (a) any Grant Installment payments suspended during the Payment Suspension period shall be paid to Recipient at a later date upon satisfaction of the relevant Goal/s; or (b) any payments suspended during the Payment Suspension Period shall be permanently withheld and not paid to Recipient at any time (“Skipped Payments”). Best Friends determination regarding any Payment Suspension shall be final and binding. Recipient expressly waives any right to challenge Best Friends’ determination as to whether any suspended payments will be made at a later date or be treated as a Skipped Payment. At Recipient’s written request, Best Friends will notify Recipient within a commercially reasonable time as to Best Friends’ decision regarding any Payment Suspension and the determination on the treatment of any suspended payments.

Section 2. Recipient Requirements

- A. Recipient agrees to provide monthly impact reports through the Term of the Agreement, and payment installments for the Grant will be contingent upon receipt of impact reports and overall progress to goal, as previously defined by Project benchmarks. Recipient agrees to submit impact reports provided by Best Friends outlining the use of the Grant funds until all funds have been spent. These grant reports must include *Details on grant outcomes, Shelter statistics impacted by the grant, The number of cats and/or dogs positively impacted & examples of successes.*
- B. With each impact 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 agrees to provide a final grant report upon completion of the Term of this Agreement. 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.
- D. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA by the 15th of each month through the Term of this Agreement.
- E. 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.
- F. Recipient acknowledges and agrees that Recipient is solely responsible for determining which, if any, animals it will or may transfer into its care. Recipient is solely responsible for requesting and reviewing any information about all animal/s, including but not limited to medical history and behavior history, that the transferring organization or entity may or may not have.

- G. Recipient represents that it is Recipient's good faith belief that by taking in the animals from the transferring organization or entity, Recipient does not believe it is jeopardizing live outcomes for animals currently in Recipient's custody or who are in-need in Recipient's community.
- H. Recipient represents that to the best of Recipient's knowledge, Recipient has the capacity and is committed to providing any animals currently or to be transferred to its custody and control with appropriate care, including medical and behavioral support if needed.

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 two (2) years after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

Standard Terms

Section 6. Grant Recipient Representations and Warranties

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

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. Recipient agrees that all decisions relating to policies, procedures, the intake, care and disposition of any and all animals in Recipient's custody or control have been and remain the sole responsibility of Recipient.
- 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.

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

Section 9. Intellectual Property License

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

Section 10. Release

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

Section 11. Indemnity Agreement

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

Section 12. Proprietary Information

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating directly 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 and Releasees 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 and Releasees hereto.

Section 14. No Waiver

The failure of either Party to enforce at any time any of the provisions of this Agreement, including but not limited to Best Friends' failure to suspend any payments due, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Section 15. 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 two (2) years following the termination of this Agreement.

Section 16. 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 part, term, clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such part, term, 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.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

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.

Michael Elizalde

Signature:

Printed Name: Michael Elizalde

Title:

Date:

Best Friends Animal Society

Signature:

Printed Name:

Title:

Date: