Memorandum of Understanding

Best Friends Animal Society and Bryant City Animal Control

EIN # 71-0388108

Best Friends Animal Society ("Best Friends" or "BFAS") 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 Network partners by providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project grant.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has been selected to receive a one-time award of financial assistance. The funds shall be disbursed upon receipt of the signed agreement and a copy of the recipient's IRS Form W9.

AGREEMENT

Best Friends Animal Society will provide:

Name of Recipient Organization: Bryant City Animal Control

EIN #:71-0388108

One-time financial assistance in the amount of: $12,500

Bryant City Animal Control agrees that funding is provided to achieve:

- Apply the funds to the specific needs outlined below:
  - $7,500 to be used towards providing free microchips for citizens of Bryant, AR
  - $5,000 unrestricted funds to be used as director sees fit

The grant shall be disbursed as follows:

- Grant funds will be awarded upon receipt of all requested signed agreements and forms. Agreements and forms must be returned by 9/28/2023
- The period of this grant project is one year. All funds must be spent by 10/1/2024

Financial Assistance 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 to 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.

Recipient Reporting Requirement

Recipient agrees that they will provide appropriate statistics through the online reporting system designated by Best Friends. If Recipient uses a shelter management software that can directly provide the information to the online reporting system, Recipient will opt-in to allow the transfer of data directly to the designated online reporting system. If Recipient is

unable to use an online reporting system or the online reporting system is not yet available for Recipient's use, Recipient will report statistics directly to Best Friends program staff monthly, by the 15th of the following month (for example, January stats are due by February 15), in the manner designated by Best Friends as well as any additional data requested to quantify success.

Financial Assistance Project Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the funded project. All press, news, or other media releases and other forms of publicity relating to the program, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by Recipient shall acknowledge the participation of Best Friends and shall be submitted by Recipient to Recipient's appointed contact at Best Friends for review and approval not less than 5 days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the funded project and not to other efforts carried out by Recipient.

Recipient agrees that Best Friends may issue reports or statements to its members, the media and the public about the funded project and identifying Recipient. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends Network staff, Volunteer Team Leaders, and News or Magazine writers in the production of such news content.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government organization;
- Recipient is an active member of BFAS No More Homeless Pets Network;
- 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 laws;
- The individual signing this Agreement on behalf of Recipient is authorized to do so.

Termination by Best Friends

Best Friends may immediately terminate this Agreement without penalty or any further obligations. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination.

Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the project. Recipient grants BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS 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 funding has been spent.

Recipient further agrees not to make any claim against BFAS 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 BFAS 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 make and use of photographs, videos or digital image or voice recordings.

Non Disparagement

Recipient agrees not to disparage BFAS during the funded project and for three years following the last disbursement from BFAS to Recipient.

Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the funded project 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 project or participation in the No More Homeless Pets Network. 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 project or participation in the network.

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 related to this project and the No More Homeless Pets Network.

Indemnity Agreement

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 the funded project. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others,

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 and indemnity agreements are perpetual. The Non Disparagement clause survives for three years following the last disbursement from BFAS to Recipient.

Proprietary Information

Network Partner acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the 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, system documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS 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 BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not use, supply or disclose any Proprietary Information that happens to learn of to any third party.

Other

These contract terms bind the successor and assigns of Recipient. Each terms of this Agreement is material. Recipient expressly agrees that releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. 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.

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 agrees to the terms in this memorandum of understanding.

Agreed to by: **Date:**

Title:

Electronic signature by authorized signer for Bryant City Animal Control

Agreed to by: **Date:**

Title:

Electronic signature by authorized signer for Best Friends Animal Society