

Best Friends Grant Agreement

This Grant Agreement is between Best Friends Animal Society ("Best Friends"), a Utah non-profit corporation **XXXX** ("Grantee"), a member of Best Friends' No Kill Los Angeles Coalition ("NKLA Coalition"). Best Friends and Grantee are referred to collectively in this Agreement as the "Parties."

Recitals

The following recitals are relied upon by the Parties entering into this Grant Agreement.

- Best Friends owns and manages an animal sanctuary in Kanab, Utah, and from this headquarters location is also engaged in a wide range of no-kill programs and partnerships aimed at bringing about a day when there are "No More Homeless Pets." These activities include, among other things: (a) national public awareness campaigns, (b) extensive animal rescue operations, including public-private partnerships like our operating of the Mission Hills Adoption and Spay and Neuter Center as well as the NKLA Pet Adoption Center, and (c) the promotion and sponsorship of local and regional projects oriented around the goal of bringing about a day of No More Homeless Pets, including adoptions, high volume spay and neuter clinics, trap-neuter-return (TNR), and other non-lethal projects intended to reduce the killing of dogs and cats and increase the number of animal live outcomes. Best Friends' work is made possible by the personal and financial support of a grassroots network of members and community partners across the nation.
- Best Friends has established an initiative called No Kill Los Angeles ("NKLA"). NKLA is an initiative of Best Friends and was formerly known as No More Homeless Pets Los Angeles.
- The mission of NKLA is to end the killing of cats and dogs in Los Angeles city shelters.
- The NKLA Coalition ("the Coalition") is sponsored by Best Friends and is a voluntary association of nonprofit organizations working toward achieving the mission of NKLA.
- Grantee is a nonprofit organization working to end the needless killing of animals in the City of Los Angeles and is a member of the Coalition.
- Best Friends desires to make a grant of funds to Grantee for the purposes and on the terms set forth herein.

The purpose of this Grant Agreement is to define the obligations, expectations, and responsibilities of Grantee in regard to the grant funds. This Grant Agreement may be modified only by further written agreement of the Parties.

Grant Terms

Grant Amount:	Total sum of \$XXX for the following grant purpose set forth below.
Grant Distribution:	<p>Quarterly payments of \$XX each.</p> <p>Best Friends will provide grantee with key performance goals by January 2018.</p> <p>First payment to be distributed January 1, 2018 or within 15 days after execution of Grant Agreement.</p> <p>Second payment to be distributed April 1, 2018 following a first quarter audit/performance review to ensure numbers are on track to meet key performance goals.</p> <p>Third payment to be distributed July 1, 2018 following a second quarter audit/performance review to ensure numbers are on track to meet key performance goals.</p> <p>Final payment to be distributed October 1, 2018 following a third quarter audit/performance review to ensure numbers are on track to meet key performance goals.</p> <p><i>**Grantee understands that failure to meet quarterly goal benchmarks may result in delayed or canceled payment.</i></p>
Grant Period:	January 1, 2018 through December 31, 2018.
Grant Purpose:	Insert purpose of grant.
Reporting:	<p>New Hope reports must be completed and submitted prior to the 10th of each month to LA Animal Services.</p> <p>Best Friends grant reports will be completed by the 10th of each month on the provided Google spreadsheet form. Forms must not be changed/alterd and all information must be completed as requested. Spreadsheet links will be sent after grant agreement has been reviewed and signed by grantee.</p> <p>Information will include:</p> <ul style="list-style-type: none"> • Animal pulls LAAS#, species, date of birth, breed, pull date, alert list (if applicable), shelter • Social media Grantee will, at least on 4 occasions or quarterly throughout the year, post updates on all of Grantee's social media pages about Grantee's contribution toward the goal of NKLA and Best Friends' contribution toward making grantee's lifesaving work possible with photos. <p>Additional information that may be asked of you is detailed grant fund expenditures with receipts as requested.</p>
Other:	<p>Grantee will post the NKLA Coalition badge on Grantee's website.</p> <p>As requested by Best Friends, Grantee will provide a narrative update on Grantee's NKLA-related activity for use by NKLA team on NKLA Facebook page, NKLA Newsletter, and possible media releases.</p> <p>Grantee will cooperate with Best Friends writers and photographers in the development of stories and other content regarding the grant program.</p>

Additional Terms

Representations and Warranties

Grantee represents and warrants that the Grant funds will be used only in a manner that is consistent with Best Friends' charitable purpose as an animal welfare organization, and in furtherance of the Grant Purpose, and not for any purpose prohibited by law.

Grantee represents and warrants that it is currently in compliance with its obligations and commitments under the Coalition Memorandum Agreement governing its participation in the NKLA Coalition and will remain so during the entire duration of the Grant Period.

Publicity/Co-Branding

Grantee shall in good faith cooperate with Best Friends' NKLA staff to develop a marketing and communication plan to promote the Grant Purpose to the public, news media, and other constituents. This cooperative effort shall include the design of marketing and communication materials and those materials should indicate the support and involvement of Best Friends.

Grantee shall use its best efforts to ensure that press releases, interviews and other communications efforts related to the Grant Purpose and any events held in conjunction with the Grant Purpose indicate the support and involvement of Best Friends.

Grantee shall submit to Best Friends' NKLA staff for prior review and approval all press, news, or other media releases and other forms of publicity relating to Best Friends' involvement with the Grant. All such submissions shall be directed to Best Friends via Regional Engagement Manager, or designee as Best Friends may indicate, for review and approval not less than five (5) business days prior to dissemination by Grantee. Best Friends shall not unreasonably withhold its approval of any such materials. Best Friends shall have the right to independently publicize its efforts regarding the Grant.

Grantee grants to Best Friends the right to photograph, video, and audio record events related to the Grant and Grantee shall cause its employees and/or volunteers to execute any necessary releases relating to the use of same. Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes.

Release

Grantee, for its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends related to the Grant described herein.

Grantee understands this agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Grantee 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 from work, participation and activities related to the Grant. Grantee expressly agrees this release is intended to be as broad and inclusive as permitted by law.

Indemnification

Grantee and for its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold harmless Best Friends 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 Grant. This includes lone acts or omissions by Grantee as well as the combined acts of Grantee with others. Grantee expressly agrees this indemnity agreement is intended to be as broad and inclusive as permitted by law.

Proprietary Information

Grantee and its successors and assigns will not supply or disclose any Proprietary Information, as defined below, to anyone not employed by Best Friends. Grantee will immediately notify Best Friends if it believes anyone has compromised the security of the Proprietary Information.

For purposes of this Grant Agreement, the term "Proprietary Information" includes Best Friends' members or membership list, donor list, newsletter mailing list, Network Charities members list, and any other list of Best Friends donors and supporters.

Other

The terms of this Grant Agreement shall bind the respective successors and assigns of each party. The Parties agree that in the event that any clause or provision of this Grant 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 Grant Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises. This agreement may be signed in counterparts. Any modifications to this Agreement must be in writing and signed by both Best Friends and Grantee.

Choice of Law/Venue

This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of laws. Any lawsuit arising out of or related to this agreement will be filed exclusively in a court of competent jurisdiction in the State of Utah. Alternatively, the Parties may jointly agree to resolve such dispute through the use of voluntary non-binding mediation or binding arbitration, to be held in Kanab, Utah or such other location as may be mutually agreed to by the Parties. In the event the Parties elect to submit the dispute for binding arbitration, the matter shall be decided by a single arbitrator jointly selected by the Parties. Although the arbitration shall be conducted according to the rules of the American Arbitration Association the Parties shall not be required to initiate arbitration by filing with AAA.

This Agreement may be executed in counterparts. By affixing their signatures below, the individuals signing on behalf of the Parties warrant they are authorized to enter into this Grant Agreement and intend to be bound by same.

Grantee

Best Friends Animal Society

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____