

## 2024 Grant Acceptance Agreement (ETS)

## Grant Agreement

## BISSELL Pet Foundation Grant Agreement - Empty the Shelters

## Recipient Organization:

Santa Barbara County Animal Services

## For event starting on

7/8/2024

## Grant Amount      Awarded Cat Adoption Impact

7200.00              150

## Awarded Dog Adoption Impact

84

Receipt of the Grant Award is subject to these General Terms, Conditions and Understandings. The Foundation is awarding this grant to you as the Grantee contingent upon the following:

1. **Term:** The Grant Award must be used specifically for the designated purpose(s) within the above-specified time frame (the "Term"). Unless otherwise specified within this agreement, the Grant must be used within twelve months from the Grant Date. Additionally, if the Grant is paid in multiple payments, the first payment must be spent within six months of the Grant Date. You must submit a written request to the Foundation in advance if you wish to request an extension on the term or change the purpose of the Grant.
2. **Tax Exempt Status:** You are a non-profit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code of 1986 as amended (the "Code") or a recognized public (local government) entity:
  1. Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you may be required to provide to the Foundation.
  2. There is no issue presently before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.
3. **Expenditure of Funds:** This Grant is made for the purpose outlined above and may not be used or expended for any other purpose without the Foundation's prior written approval.
  - o If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the Term shall be returned immediately to the Foundation.
  - o You may not expend any Grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.
4. **No Assignment or Delegation:** You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this Grant without prior written approval from the Foundation.
5. **Standard of Performance:** Any medical services performed using money from this Grant must be performed according to the standards observed within the industry. These services must be provided in a clinical or hospital setting that complies with the rules and regulations of the relevant state's veterinary practices laws or regulations. Pain management must be provided in accordance with current industry standards with a minimum of 24 hours of pain management. All other animal care or services provided through this Grant must meet animal welfare standards of professionals within the industry.
6. **Records and Reports:** You are required to keep a record of all receipts and expenditures relating to this Grant. All recipients of grant awards may be required to report on their usage via a progress report within 6 months of the Grant Date and a final report within 12 months of the Grant Date, unless otherwise specified within the Specific Conditions of this agreement. Reports must be submitted directly to a Foundation representative via the requested method (email or online portal). The Foundation may additionally request reporting on the fund usage within three years from award date. Reports must include receipts and/or invoices evidencing the expenditure of funds within the directed purpose. You are required to provide the Foundation with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the Grant for the purposes described herein or use the Grant Award for the purposes described herein; or (any expenditure of the Grant funds for any purpose other than those for which the Grant was intended).
7. **General Grant Conditions:**
  - o The Foundation may audit Grantee's records anytime within 3 years of the receipt of Grant Funds upon reasonable notice to Grantee to verify Grantee's use of the Grant Funds.
  - o If the Grant is awarded in the form of a check, if Grantee does not deposit the check within ninety (90) days of receipt of the check, the Foundation reserves the right to withdraw the Grant Award.
  - o For Terms longer than one (1) year, if the Grantee has not used or expended at least 80% of the Grant Funds within twelve (12) months of receipt of the Grant Funds, the Foundation reserves the right to (i) reduce future Grant Awards by the amount not used, (ii) direct the Grantee to re-allocate the funds for another purpose, and/or (iii) require Grantee to promptly refund the unused Grant Funds.
  - o Grantee agrees not to mismanage Grant funds, misrepresent themselves in a grant application or a required report or submit false or misleading data in a grant application or required report.
  - o Grantee will comply with all applicable federal and state laws, guidelines, rules and regulations in using or expending the Grant Award.
  - o Grantee must maintain the BISSELL Pet Foundation logo required by the Partners for Pets program in a prominent location on their website during the Term.
  - o Any failure by the Grantee to comply with any of the terms or conditions of this Agreement or to comply with all Federal and state laws and regulations, as such failure is determined in the sole and reasonable discretion of the Foundation, shall constitute a default of this Agreement.
  - o In the event of a default, the Foundation may provide to the Grantee written notice of the default, along with a demand to cure by date established by the Foundation's sole and reasonable discretion, but in no event less than five (5) business days. If the default is not cured or remedied according to the time limit established in the notice and demand, Grantee shall return to the Foundation any remaining Grant Funds (or the property if the Grant was in the form of tangible property such as crates or a Vehicle) in the possession of the Grantee, the Foundation shall not be obligated to provide any additional Grant Funds to the Grantee and the Foundation may exercise any other legal or equitable remedies available to the Foundation.
8. **Publicity and Communications:**
  - o Grantee will ensure that any public mention of the Grant Award refers to "BISSELL Pet Foundation" and shall furnish the Foundation with copies of any forms of publicity that mention the Grant Award. From time to time the Foundation may provide certain parameters or requirements for posting references to the Grant Award or the Foundation on social media. Grantee agrees to abide by those parameters.
  - o You will allow the Foundation to review and approve the text of any proposed publicity concerning the Grant Award prior to its release.
  - o The Foundation may include information regarding this Grant award, including the amount and purpose of the Grant Award, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities in the Foundation's website content, future marketing, promotional and fundraising efforts included but not limited to periodic public reports, newsletters, social media postings, newsletters and news releases.
  - o Grantee assigns and grants to the Foundation, BISSELL Homecare, Inc., and all its affiliated entities (collectively, "BISSELL"), as well as their representatives and employees, the right to use and publish any images and/or information provided in connection with the grant, including the right to reproduce, exhibit, broadcast, electronically store and/or distribute such images/information and Grantee specifically waives any right to compensation for the foregoing and releases BISSELL from any and all liability from such use and/or publication.
9. **Right to Modify or Revoke:** The Foundation reserves the right to discontinue, modify, or withhold any payments to be made under this Grant Award or to require a total or partial refund of any Grant funds, if, in the Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this Grant; (2) to protect the purpose and objectives of the Grant or any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to you, the Foundation or this Grant. The Foundation may demand the immediate return of any previously disbursed Grant Funds that have been expended by Grantee in breach of terms of this Agreement or if the Grantee is delinquent or deficient in required reporting or other requirements detailed in this Agreement, together with interest from the date of disbursement at the maximum rate permitted under applicable law. In the event collection efforts are required to obtain return of the Grant Funds, to the extent permitted by law, Grantee agrees to pay all court costs, process server fees, investigation fees, or other costs incurred in collection and reasonable attorneys' fees incurred in the recovery of any Grant Funds. This provision shall survive the termination of this Grant Agreement.
10. **Indemnification:** To the extent permitted by law, Grantee agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify" and "Indemnification") the Foundation, its subsidiaries, and its and their respective successors, assigns, directors, officers, employees, agents and affiliates (collectively "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs (collectively "Claims"), actually or allegedly, directly or indirectly, arising out or related to (1) any breach of any representation of Grantee contained in this Agreement; (2) any breach or violation of any covenant or other obligation or duty of Grantee under this Agreement or under applicable law; and (3) any claims, including third-party claims, which arise out of, relate to or result from any act or omission of Grantee, in each case whether or not caused in whole or in part by the negligence of the Foundation, or any other Indemnified Party, and whether or not the relevant Claim has merit. This obligation shall survive the term of this Grant Agreement. Grantee acknowledges that the Grantee's failure to comply with the Acceptance Agreement may jeopardize the Grantee's ability to receive and/or retain this grant or any future grants offered by the Foundation.

## 11. Specific Grant Conditions (If Applicable):

- Recipient agrees to only report to the Foundation the number of reduced-cost adoptions that were finalized during the event where the adoption fee to individuals did not exceed \$50.00 per pet.
- Adoptions completed before or after the above dates of the Event are not eligible for reimbursement, unless Foster to Adopt placements are communicated to be included in the event.
- Recipient must submit a completed Adopter Survey for each pet adoption that funding is being requested for. Surveys must be completed by the adopter and handwriting must be legible to receive funding. Email addresses and signatures are required components of the adopter surveys. Failure to submit a completed Adopter Survey for each adoption will result in decreased grant funding;
- It is a requirement that all pets participating in the event are spayed/neutered, microchipped, vaccinated and healthy. If a pet is adoptable and not considered to be fully healthy, the state of the pet's health must be made fully apparent to the adopter at the time of adoption. Use of vouchers to complete sterilization at a later date is acceptable if approved by the Foundation and if completed within 3 months post event at no additional cost to the adopter.
- All microchips must be registered in the adopter's name before the adopter leaves the adoption facility or within 24 hours if the Recipient's microchip software runs updates nightly. If Recipient is using microchips provided by the Foundation, the chips must be registered through PetEstablished at the discounted rate before the adopter leaves the adoption facility.
- Recipient shall attend a pre-event webinar & a post-event webinar and submit the required attendance code within designated time frame.
- Recipient is required to display a Photo Release Flyer (to be provided by the Foundation) in a prominent spot in the Event location that is easily accessible and visible to adopters.
- Although the intent of the Event is to be held at organizations with physical shelter locations, permission has been granted to select organizations to hold the event at a non-shelter location. If participation includes a non-shelter location, it is a requirement of the Recipient to meet the additional promotional requirements such as signage associated which are detailed prior to the event.
- Recipient agrees that no other sponsors have been promoted during their participation in Empty the Shelters. Additionally, recipient agrees they did not participate in another sponsored event during or in between their participation in this Empty the Shelters event.
- Recipient agrees to collect photos of adoptions to the best of their ability and share them with the Foundation. Photos should maintain BPF branding whenever possible by either handheld signage or backdrops.
- Required reporting includes but is not limited to submitting webinar attendance codes for a pre-and post event webinar, the grant report, and adopter surveys. All deadlines are specified within event communications and must be held to. Lack of timely reporting or responsiveness to communication shall result in decrease of funding or participation in future events. Requirements must be submitted via the method requested by the Foundation, whether that be an online grant portal, etc.

- When posting on social media, the Recipient agrees to tag BISSELL Pet Foundation and Cathy Bissell on their promotional posts.
- Recipient agrees to utilize all reasonably available resources to promote Event, including but not limited to sharing posts about the Event on Facebook and other social media accounts, displaying provided Event graphics, cover photos, and flyers and discussing Event details during any media spots.
- Recipient agrees to contact the Foundation staff if Recipient is contacted by state or national media sources to discuss the Event.

**The undersigned certifies that they are duly elected and/or officers of the Grantee and that, as such, are authorized to accept this Grant on behalf of the Grantee, obligate the Grantee to observe all of the terms and conditions placed on this Grant and in connection with this Grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts and reports and other instruments of every kind.**

ACKNOWLEDGED AND AGREED TO BY:

Electronic Signature  
Sarah Aguilar