



Grant Agreement

This Grant Agreement (this "Grant Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Santa Barbara County, whose address is PO Box 39 , Santa Barbara, CA 93102-0039 ("Grantee").

Grant Purpose and Terms:

"Grant Funds"	\$25,000.00
"Grant Purpose"	The grant funds in the amount of \$25,000 over 12 months will be used to support activities related to preparing animals for adoption through the PetSmart Charities adoption program. Grant funds to be used for expenses related to but not limited to veterinary care, staffing, sheltering, supplies, marketing and technology. A minimum of 465 total pets to be adopted in store during the term of the grant.
Distribution Schedule of Grant Funds	single payment
"Grant Period"	Upon execution through 01/19/2026



"Grant Conditions"	<p>Statement of Terms must be executed within 30 days of receipt. If the Organization wishes to request an extension or amendment to utilize anticipated unspent grant funds, the request must be submitted in writing via email to the grant's PetSmart Charities Relationship Manager for approval a minimum of 30 days prior to end of the grant term. The request must outline progress to date including rationale for extension, funds expended and remaining, potential usage and timeline for use. Only one extension per grant may be approved and PetSmart Charities reserves the right to consider organizations ineligible for additional grant funding during an extension. However, organizations that are PetSmart Charities Adoption Partners may continue to accrue Adoption Rewards. The grantee acknowledges that future operational funding for this organization and its programs is not guaranteed beyond the date of the grant terms.</p> <p>Organization agrees to provide written notification of changes to leadership including CEO/ED within 30 days to be sent via email to the grant manager as well as updating the contacts in Smart Simple.</p> <p>Organization agrees to participate in at least one in-store event during each National Adoption Week. Failure to do so may cause ineligibility for future grant funding.</p>
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"Impact Report(s)"	<p>The organization agrees to provide the following reports to PetSmart Charities in connection with this grant, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how of how reports are provided.</p> <p>The Interim Impact Report will become available 90 days prior to the deadline and due by 08/20/2025</p> <p>The Final Impact Report will become available 90 days prior to the deadline and due by 02/19/2026</p> <p>The first Storytelling Report will become available 90 days prior to the deadline and due by 08/20/2025</p> <p>The second Storytelling Report will become available 90 days prior to the deadline and due by 02/19/2026</p> <p>The Interim and Final Impact Reports will include a description of participation in Nation Adoption Week Events including number of days attending, number of animals brought and number of animals adopted.</p>
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"Grant
Acknowledgement"

For PetSmart Charities grants, partners are required to leverage the following materials just ahead of March National Adoption Week (NAW), March 24-30, 2025:

- Distribute press release (a template will be provided online and given during the kick-off meeting) with a quote from a PetSmart Charities spokesperson announcing the recent grant and its purpose to local media outlets and post to your organization's website Please e-mail PublicRelations@petsmartcharities.org for support if needed.
- Add a PetSmart Charities digital badge to your organization's donor page, linking back to www.petsmartcharities.org.
- Include the PetSmart Charities logo on any collateral promoting PetSmart Charities-funded events, initiatives or programs.
- Share announcement news about your grant on social media using the sample social posts in the toolkit provided online as a guide and tag the appropriate PetSmart Charities channels so we can engage with your posts.
- Throughout the year, all grantees are expected to share stories and visual assets (photos/video) showing the impact of your grant with the marketing and PR teams at PetSmart Charities via email: Publicrelations@petsmartcharities.org

Link to templated materials, including a press release template, digital badge, door cling and social media copy and images:
<https://petsmartcharities.org/pro/resources/marketing-support>

Terms and Conditions

A. Use of Grant. Grantee will utilize the Grant Funds only for the Grant Purpose, subject to the Grant



Conditions, and during the Grant Period, and will not use the Grant Funds for any lobbying or political activities or any purpose not permitted in Section 501(c)(3) of the Code). Grantee agrees to provide Charities the Impact Report(s) along with any other information reasonable requested. If the Grant Funds include any in-kind product, Grantee may be required to execute the Charities' Donated Goods Addendum. Grantee will immediately notify Charities if it is unable to comply with the terms of this Grant Agreement.

- B. Grantee's Representations and Warranties. Grantee represents to Charities, as of the date of this Grant Agreement and at all times during the Grant Period, that:
1. Grantee is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use the Grant Funds for exclusively public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use the Grant Funds exclusively for public purposes.
 2. Grantee holds and will maintain any and all licenses, permits and registrations necessary or appropriate for its lawful operation and fulfillment of Grantee's obligations under this Grant Agreement.
 3. Grantee is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
 4. Grantee is not on any United States federal terrorism "watch list" and Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
 5. Grantee agrees that all representations or statements made by Grantee in any application or any related communications from or on behalf of Grantee are true and accurate in all material respects. Grantee will notify Charities promptly in writing of any changes in such representations or statements.
- C. Audit. Grantee agrees to maintain adequate books, records, and other financial documents related to this Grant Agreement, including records that readily show the Grant Funds were used exclusively for the Grant Purpose. During the term of the Grant Agreement and for two (2) years afterwards, Charities (or its designee) may audit or review Grantee's books and records to confirm Grantee's compliance with the terms of the Grant Agreement. Any such request will be made with at least ten (10) business days prior notice and during normal business hours. Following any such request, Grantee will provide Charities (or its designee) with the requested records and will fully cooperate with Charities (or its designee). During any such audit or review, Charities may, in its sole discretion, withhold any Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designee to discuss with, or request documentation from, third parties about Grantee related to performance under this Grant Agreement. Grantee agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Grant Agreement.
- D. Non-Disparagement. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart LLC. or their respective activities, affiliates, owners, officers, managers, members, directors, or employees. This



includes any statement intended, or that could be reasonably expected given its content or context, to harm or that would lead to unwanted or unfavorable publicity.

- E. Independent Entities. Nothing in this Grant Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Grantee are each independent entities and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives during and after the term of the Grant Agreement. The parties agree there is no explicit or implicit oral or written agreement or understanding that any Charities' director, officer or other representative will receive compensation or material benefit in connection the Grant Funds.
- F. Indemnification. Grantee shall defend, indemnify and hold harmless Charities and PetSmart LLC, including their respective affiliates, directors, officers, managers, members, employees, contractors, representatives, agents, assigns and successors, for, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Grantee's or any of its employees', contractors', agents', representatives', or volunteers': breach of this Grant Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- G. Equal Opportunity. Grantee agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, gender identity, marital status or any other legally protected status.
- H. License to Grantee. Grantee agrees that it will acknowledge Charities' support in any promotional materials, including websites and social media platforms, and provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Grantee must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Grantee use of its logo, such use is a limited, non-exclusive, revocable right to use. Grantee may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Grantee will not use either Charities' name or logo in a negative light or critical manner. Any right given to Grantee for the use of Charities name or logo may not be transferred, assigned or sublicensed.
- I. License to Charities. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Grantee's name or logo in a negative light or critical manner. Charities' use of Grantee's name or logo will be limited to use in furtherance of Charities' mission.
- J. Governing Law; Venue; Attorneys' Fees. With respect to any action or proceeding arising out of or related to this Grant Agreement or otherwise between the parties, the parties hereby agree that: (i) venue and jurisdiction will be exclusively in the federal and state courts situated in Maricopa County in the State of Arizona, U.S., and (ii) they hereby waive jury trial. This Grant Agreement will be



governed by and construed in accordance with the laws of the State of Arizona. If either party brings an action to enforce its rights under this Grant Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party. Prevailing party, as used herein, means the party in whose favor a judgment is rendered. Fee awards under this provision are to be made without reference to A.R.S. § 12-341.01(a).

- K. Termination. Either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines, in its sole discretion, that Grantee: has breached any term of this Grant Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds. If Charities terminates this Grant Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future payments of funds or provision of support; and require Grantee to provide a full refund to Charities of all previously provided Grant Funds not used in accordance with this Grant Agreement.
- L. Miscellaneous. This Grant Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Grant Agreement. This Grant Agreement may be modified or amended only in writing, duly executed by both parties, except that, upon mutual written agreement (email is sufficient), the parties make minor modifications to the Grant Purpose, Grant Conditions, and Grant Period that do not materially alter its intended purpose. This Grant Agreement shall not be construed for or against any party based on which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Grantee and this Grant Agreement is fully executed. Charities and Grantee each represent that the individuals signing are duly authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Grant Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, effective as of the last date written below.

"CHARITIES"



PetSmart Charities, Inc.
Heidi Marston
Director of Pet Placement Initiatives
Please sign:

DocuSigned by:
Heidi Marston
3C7CB32B482A42A...

Signed On:
12/13/2024

"GRANTEE"
Santa Barbara County
Sarah Aguilar
Director

Please sign:

DocuSigned by:
Sarah Aguilar
526057187D2E422...

Signed On:
12/12/2024