



December 20, 2018

Shyanne Schull, Director
Washoe County Regional Animal Services
2825 Longley Lane
Reno, NV 89502

Dear Shyanne,

Humane Network is pleased to inform you that Maddie's® Pet Project in Nevada (MPP-NV) has approved a grant in the amount of \$15,000 (the "Grant") to Washoe County Regional Animal Services to support the execution of the work indicated below in this letter. Payment of the Grant is subject to the terms and conditions described more fully below.

Funding of Grant

Humane Network will fund the Grant at the above amount within 10 days after we receive from your organization a countersigned copy of this grant agreement letter.

Source and Management of Grant Funding

This grant is made possible through the generosity of Dave & Cheryl Duffield Foundation, a private charitable foundation based in Lake Tahoe, Nevada.

Humane Network, a Nevada-based nonprofit organization founded in 2007, manages the Maddie's® Pet Project in Nevada campaign.

Use of Grant Funds

Washoe County Regional Animal Services agrees that all grant monies received, and any income derived from these funds ("Grant Funds") will be used only to support the programs outlined below as your organization's participation in the Maddie's® Pet Project in Nevada campaign. Grant Funds may not be used for any other purposes without the prior written approval of the executive leadership of Humane Network.

Grant Reporting Requirements

Washoe County Regional Animal Services agrees to submit full and complete reports to Maddie's® Pet Project in Nevada/Humane Network, which describe how the Grant Funds have been spent. The report will cover the period that runs from the date of this funding through September 30, 2019 and will be submitted to MPP-NV/HN no later than November 15, 2019. Thereafter, Washoe County Regional Animal Services will submit an annual report for each subsequent 12-month period as measured from October 1, 2018 – September 30, 2019 in which Washoe County Regional Animal Services retains or spends any Grant Funds. Such annual reports will be submitted to the Foundation within 45 days following the last day of the period covered (i.e., by November 15), until all Grant Funds have been expended in full. Reports will contain a narrative and budget-to-actual that describe how the Grant

Funds were spent and examples of how Dave & Cheryl Duffield Foundation and Maddie were recognized.

Data Reporting Requirements

Washoe County Regional Animal Services agrees to provide directly to Maddie's® Pet Project in Nevada/Humane Network, their comprehensive animal data for all dogs taken into the care of the organization and/or receiving spay/neuter services for the years of 2017, 2018 and 2019. An additional modest grant will be provided to cover the costs of providing this data. The data for 2018 will be provided no later than March 1, 2019. And the data for 2019 will be provided no later than March 1, 2020.

Washoe County Regional Animal Services also agrees to post accurate current data to Shelter Animals Count for 2017 and ongoing through 2019.

Grant Funding

This grant of \$15,000 is to be used to expand Washoe County Regional Animal Services' services to low-income senior citizens and may include providing dog or cat food, vaccinations, veterinary care and other similar services to this underserved population. The grant report should provide statistics that show the expanded number of seniors' pets served through this program as a result of this funding. A few narrative stories of people and their pets who are helped, and photos will be greatly appreciated by the funder.

Recognition and Trademark

Washoe County Regional Animal Services agrees that in consideration of this grant, the organization will fully implement the Maddie's® Pet Project in Nevada Grant Recognition Plan attached to this letter agreement. Accordingly, Dave & Cheryl Duffield Foundation hereby grants Washoe County Regional Animal Services a limited, non-exclusive, non-transferable license solely to use the Foundation's name and any logo provided to your organization in providing such recognition and benefits. No alteration may be made to the Foundation's logo, including, without limitation, any alteration to the color, typeface or any elements of the logo's design without the prior written approval MPP-NV/HN. Washoe County Regional Animal Services further agrees that it will not use the Foundation name or logo in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of the foundation and/or its affiliated entities.

All use of the Foundation's logo and name will inure to the benefit of the Foundation and will also be subject to the reasonable guidelines and limitations set by the Foundation from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with industry standards and at least commensurate with the quality of any goods or services previously rendered by Washoe County Regional Animal Services. The Foundation name and logo may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by the Foundation than actually exists.

If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless the Foundation gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. The Foundation may terminate the license of its name and marks granted herein with

ten (10) calendar days' notice at any time if the Foundation determines that Washoe County Regional Animal Services is not in compliance with this agreement, or if the Foundation determines in its sole and absolute discretion that allowing continued use of such name or marks by Washoe County Regional Animal Services in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of the Foundation and/or its affiliated entities, or exposes the Foundation and/or its affiliated entities to undesired legal or business risks or liability.

Washoe County Regional Animal Services acknowledges and agrees that the Foundation owns all right, title, and interest, including without limitation all trademark and other intellectual property rights associated with its name and logo. Washoe County Regional Animal Services agrees to cooperate with Maddie's® Pet Project in Nevada, Humane Network and Dave & Cheryl Duffield Foundation in facilitating the Foundation's control of the nature and quality of the use of the foundation's name and logo as well as the images of Maddie and to permit reasonable inspection of the use of these marks or to supply specimens of all uses of the logo, name and image of Maddie upon request.

Indemnity

In consideration of this grant, Washoe County Regional Animal Services agrees to indemnify, defend, and hold harmless Dave & Cheryl Duffield Foundation, and its affiliates, agents, officers, trustees, employees, directors, consultants, and other persons related to or acting on behalf of Dave & Cheryl Duffield Foundation (including Humane Network and Maddie's® Pet Project in Nevada) from and against any and all losses, liabilities, damages, costs, claims, attorneys' fees, and expenses arising out of, or in any way related to (1) this grant or any previous or future grants made to Dave & Cheryl Duffield Foundation or any of its affiliates by Dave & Cheryl Duffield Foundation; (2) any facility, equipment, or vehicle owned, operated or managed by Washoe County Regional Animal Services; (3) the use by Washoe County Regional Animal Services of any name or mark of the Foundation; (4) any programs, activities, or equipment which the Grant may fund, in whole or in part; or (5) any acts or omissions by or on behalf of Washoe County Regional Animal Services, or any of its affiliates, agents, officers, trustees, employees, consultants, or other persons related to or acting on behalf of Washoe County Regional Animal Services.

Remedies

Washoe County Regional Animal Services agrees to immediately repay to the Humane Network/Maddie's® Pet Project in Nevada Campaign any portion of Grant Funds which is spent or committed for any purpose other than the agreed upon purpose outlined above in this document. If Dave & Cheryl Duffield Foundation or Humane Network, in their reasonable discretion, determines that Washoe County Regional Animal Services has substantially violated or failed to carry out any provision of this letter agreement, including but not limited to failure to submit adequate reports when due, they may, in addition to any other legal remedies that may be available, refuse to make any further grant payments to Washoe County Regional Animal Services under this or any other grant agreement, and may demand the return of all or part of the grant funds not properly spent which Washoe County Regional Animal Services shall immediately repay. Washoe County Regional Animal Services acknowledges and agrees that Dave & Cheryl Duffield Foundation and Humane Network shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this grant agreement letter.

General Provisions

Dave & Cheryl Duffield Foundation or Humane Network/Maddie's® Pet Project in Nevada may review financial and other records and materials connected with any equipment purchased or activities financed by this grant.

By countersigning this letter, you represent that Washoe County Regional Animal Services is either:

☒ a.) a government run animal shelter that agrees to utilize the funds specifically for the purposes outlined in this document,

☐ b.) a tax-exempt Section 501(c)(3) organization, in accordance with the Internal Revenue Code of 1986 and amendments thereto ("IRC"), and that Washoe County Regional Animal Services is a public charity defined in IRC section 509(a)(1) and/or 509(a)(2). (Washoe County Regional Animal Services agrees that it will not do anything to jeopardize its public charity status under IRC sections 501(c)(3) and 509(a) and further agrees to notify the Foundation immediately should Washoe County Regional Animal Services' status with the Internal Revenue Service ("IRS") change or should the IRS or any state taxing authority challenge such status.

☐ c.) a Nevada incorporated non-profit organization that agrees to utilize the funds specifically for the purposes outlined in this document.

Washoe County Regional Animal Services will not use any Grant Funds to carry on propaganda or otherwise attempt to influence legislation. Washoe County Regional Animal Services also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of Washoe County Regional Animal Services and Humane Network. The failure by Humane Network to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of the organization's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth Washoe County Regional Animal Services' understanding of the agreement with Humane Network/Maddie's® Pet Project in Nevada regarding this \$15,000 grant, please countersign this letter at the place indicated below and return it to Humane Network.

On behalf of all of us at Maddie's® Pet Project in Nevada and Humane Network, we wish Washoe County Regional Animal Services the best of success in its important work on behalf of the animals of Nevada.

Sincerely,

Humane Network & Maddie's® Pet Project in Nevada

AGREED TO AND ACCEPTED THIS 26 DAY OF DECEMBER 2018

Shyanne Schull

Shyanne Schull, Director
Washoe County Regional Animal Services

Diane Blankenburg 12-28-18

Diane Blankenburg, CEO, Humane Network

Maddie's® Pet Project in Nevada Grant Recognition Plan

In order to recognize Dave & Cheryl Duffield Foundation and Maddie, the Miniature Schnauzer who inspired the above-referenced grant funding, Washoe County Regional Animal Services as described in the Grant Letter Agreement dated December 20, 2018, agrees, subject to the license and other terms set forth in the same agreement letter, to include the following recognition.

Organizations receiving \$100,000 or more:

Naming Opportunity: Washoe County Regional Animal Services will work with the designated representative of Maddie's Fund® OR Dave & Cheryl Duffield Foundation on an appropriate naming opportunity and any accompanying signage.

_____ Initial here to acknowledge the above agreement if your organization is receiving \$100,000 or more

Organizations receiving grant funding in any amount:

All organization's receiving grants are asked to promote their participation in the Maddie's® Pet Project in Nevada campaign and to thank the Dave & Cheryl Duffield Foundation, as well as recognize Maddie the dog. Below are specific recommendations from the funder regarding appropriate recognition.

Media Releases/Announcements/Alerts: Media/Press releases/Announcements/Alerts issued by Washoe County Regional Animal Services about this grant or any activities funded by this grant will include these two statements. 1.) Grant funding from (or participation in) the Maddie's® Pet Project in Nevada campaign is made possible by the generosity of Dave & Cheryl Duffield Foundation*, a private charitable foundation based in Lake Tahoe, Nevada; and 2.) the full "*About Dave & Cheryl Duffield Foundation" statement below at the bottom of the document.

Website: On the homepage of Washoe County Regional Animal Services' website, add the Maddie's® Pet Project in Nevada logo and the Dave & Cheryl Duffield Foundation recognition logo and the following statement will be posted: "Washoe County Regional Animal Services is a proud recipient of funding from Dave & Cheryl Duffield Foundation, #ThanksToMaddie."

Announcements: Any announcement or other description of this grant or activities funded by this grant issued by Washoe County Regional Animal Services will include that the organizations is a participate in the Maddie's® Pet Project in Nevada campaign and the recognition logos from Maddie's® Pet Project in Nevada and the Dave & Cheryl Duffield Foundation and the following statement, "Made possible by a grant from Dave & Cheryl Duffield Foundation, #ThanksToMaddie."

Social Media: Any post on Washoe County Regional Animal Services' social media about this grant or activities funded by this grant will include the hashtag #ThanksToMaddie and, when on Facebook, a link to Maddie's® Pet Project in Nevada Facebook page.

Donor Recognition: Washoe County Regional Animal Services will include the following language, along with the recognition logo and #ThanksToMaddie hashtag on any donor plaque, donor wall, annual report, website, newsletter or other printed materials as appropriate with donor information:

"Washoe County Regional Animal Services is deeply grateful to Dave & Cheryl Duffield Foundation for its generous support of our organization, and commitment to improving the lives of Nevada's dogs and cats.

The Duffields are also the founders of Maddie's Fund® whose mission is to revolutionize the status and well-being of companion animals. #ThanksToMaddie"

***About Dave & Cheryl Duffield Foundation**

Dave & Cheryl Duffield Foundation is a private charitable foundation based in Lake Tahoe, Nevada. The Duffields are long-time benefactors of companion animal causes, education initiatives and veteran services, and are the founders of Maddie's Fund®, a leading animal welfare foundation dedicated to revolutionizing the status and well-being of companion animals. They thoughtfully honor the spirit of their dog Maddie in their philanthropic pursuits to thank her for her love and companionship.

AGREED TO AND ACCEPTED THIS 26 DAY OF DECEMBER 2018



Shyanne Schull, Director
Washoe County Regional Animal Services