



**FUNDING TERMS AND CONDITIONS for VETERINARY MEDICAL EQUIPMENT GRANT
to: Fort Bend County**

The granting of funds from the Banfield Foundation is subject to the below terms and conditions.

1. Recipient acknowledges that a grant of \$5,900.00 has been approved by Banfield Foundation to the Fort Bend County for the purchase of a Bair Hugger/cage warmer, portable ultrasound, and microscope. Award amount can be used for shipping and installation as well.
2. Recipient will assume total liability for the equipment purchased and its use for the life of the product. Recipient shall hold Banfield Foundation and its directors, officers, and employees harmless from, indemnify them for, and defend them against any and all claims, demands, actions, liabilities, damages and expenses, including reasonable attorney fees, arising out of or relating to this grant.
3. If, for some reason the Recipient's organization is unable to proceed with the funded project, the Recipient's organization must inform Banfield Foundation in writing as soon as possible and immediately repay the funding amount received.
4. Any variation to the project, as detailed in the application form, must be agreed to in writing by the Banfield Foundation.
5. Banfield Foundation understands and supports Recipient publicizing receipt of grants to its communities via news releases, newsletters, organization's website, Facebook, etc. Recipient agrees to provide Banfield Foundation the opportunity to preview and edit material prior to release. Recipient is encouraged to send Banfield Foundation digital photos and stories of pets and people helped through Banfield Foundation's grants. Recipient authorizes Banfield Foundation, Medical Management International, Inc. (MMI), and/or Banfield Pet Hospital to share these photos and stories on its print, digital and/or other media, and acknowledges such possible sharing. Recipient represents and warrants that it has obtained a release, for each photo and story provided, that permits Banfield Foundation, MMI and Banfield Pet Hospital to use the photos and stories submitted in print, digital, or other media, and Recipient agrees to indemnify and hold harmless Banfield Foundation, MMI, and Banfield Pet Hospital from any claims that their use of the photos or stories violates or infringes the intellectual property, privacy, or publicity rights of any third party.
6. Recipient will provide the Banfield Foundation with a final written report on the achievements and impact of the project including a financial report detailing how funds were spent. All funds must be expended by April 30, 2022 and the final written report is expected by this time. Report should include any promotional materials or media releases concerning the funded project, and photos are strongly encouraged.
7. If the recipient breaches any of these terms and conditions, the Banfield Foundation reserves the discretionary right to reclaim in part or in whole the funding.
8. Please sign this Terms & Conditions and return it to Banfield Foundation, 18101 SE 6th Way, Vancouver, WA 98683 or to Lane.Murphy@Banfieldfoundation.org by April 9, 2021 and retain a copy of this document for your records. Only after this has been received will monies be distributed to the Fort Bend County.

SUBMITTED BY:

Kim Van Syoc
Executive Director
Banfield Foundation
18101 SE 6th Way
Vancouver, WA 98683

ACKNOWLEDGED BY:

K.P. George
Name
County Judge
Title
04-15-2021
Date
K.P. George
Signature