



## MASTER SUPPORT AGREEMENT

THIS MASTER SUPPORT AGREEMENT including the Program Terms and Conditions attached hereto and incorporated herein by this reference (collectively, the "Agreement"), effective upon full execution (the "Effective Date"), is entered into between PetSmart Charities, Inc., an Arizona nonprofit corporation and Internal Revenue Code ("Code") Section 501(c)(3) tax-exempt public charity, whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and City of Glendale, whose address is 5850 W Glendale Ave, Glendale AZ 85301-2563 ("Organization"). Charities and Organization are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

### GENERAL TERMS AND CONDITIONS

**Section 1.1** Statements of Terms. Charities agrees to provide certain support to Organization, and Organization agrees to the terms and conditions of such support as described in this Agreement and the Statement of Terms (and any exhibits or schedules attached thereto) (the "Statement of Terms") attached hereto (or entered into separately) and incorporated herein by this reference. Statements of Terms shall designate the particular type of support to be provided to Organization (the "Program") and may be added or terminated from time to time without affecting the continued validity of this Agreement. In the event there are any inconsistent, contrary, or conflicting terms contained in any Statement of Terms and this Agreement, this Agreement shall control. The Initial Statement of Terms may be attached hereto as Exhibit A.

**Section 1.2** Term and Termination.

(a) Term. Except as otherwise set forth in this Agreement, this Agreement shall remain in full force and effect until terminated by either Party as set forth herein.

(b) Termination by Organization. Except as otherwise set forth in this Agreement, and unless any Statement of Terms remains in effect, Organization may terminate this Agreement at any time, with or without cause, following ninety (90) days advanced written notice to Charities.

(c) Termination by Charities. Charities may terminate this Agreement at any time with or without cause following thirty (30) days written notice to Organization, without any further obligation or liability. In the event that Charities, in its sole and absolute discretion, believes: (i) Organization has not complied with the terms and conditions of this Agreement or has taken any action or inaction that does not uphold the spirit of this Agreement; (ii) Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable or inappropriate; (iii) Organization ceases to operate on a full-time basis, becomes or is adjudicated insolvent or bankrupt, or if a receiver or a trustee is appointed for Organization or its property, or if Organization petitions for reorganization or arrangement under any bankruptcy or insolvency law, or if any assignment is made for the benefit of Organization's creditors; (iv) there is any change to the representations made by Organization in this Agreement; (v) the results of any audit or information contained in any reports are deemed to be unacceptable by Charities; or (vi) Organization has not complied with the requirements of any other agreement with Charities; then, in addition to such other remedies as may be available to Charities under this Agreement, at law or in equity, Charities may, in its sole and absolute discretion: (1) immediately terminate this Agreement; (2) withhold any pending or future payments of funds or provision of support; or (3) revoke immediately any payment of funds not used in accordance with the Statement of Terms and require Organization to provide a full refund to Charities of all previously provided funds.

(d) Effect of Termination. Upon termination of this Agreement for any reason, all then outstanding Statements of Terms shall immediately terminate and all rights and obligations of the Parties shall cease, except for such rights and obligations that otherwise survive pursuant to this Agreement.

**Section 1.3** Licenses.

(a) License by Charities.

(i) If expressly permitted in the Statement of Terms, Charities hereby grants Organization, during the term of the Statement of Terms, the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use the "PetSmart Charities" name, service mark, and trademark (collectively, the "Marks"), solely for the purpose set forth in the Statement of Terms. Organization shall use appropriate designations (i.e., SM, TM or ®) with the Marks, as designated by Charities. All benefits from the use of the Marks by Organization shall inure to Charities, and Organization shall have no rights to the Marks other than the limited right to use them as set forth herein. Charities shall have the right to inspect Organization's use of the Marks and any related promotional material for the purpose of controlling the quality of such material. If in Charities' sole opinion, the quality of Organization's use of the Marks, or related promotions, is unacceptable, Charities shall inform Organization and may require

Organization to immediately cease use of the Marks. Under no circumstances shall Organization use the Marks to imply that it is affiliated with Charities (except as expressly contemplated in this Agreement or a Statement of Terms).

(ii) If use of the Marks is not expressly permitted in the Statement of Terms, Organization must obtain Charities' advanced written consent to use the Marks, publicize any related promotions, or otherwise disclose the terms of this Agreement.

**Section 1.4** **Publicity.** Subject to the requirements of this Agreement or unless otherwise specified in the Statement of Terms, Organization shall provide Charities the opportunity to be acknowledged or otherwise included in all media materials prepared by Organization related to the Program(s).

**Section 1.5** **Product.** If the Organization receives any one or more products, including without limitation, consumable items and supplies ("Products") as part of any Program, Organization agrees to comply with any and all federal, state and local laws, rules, regulations, manufacturer specifications and instructions, and administrative guidance applicable to the possession, storage, use, consumption and disposal of such Product.

**Section 1.6** **Organization's Representations.** As of the date of this Agreement and the date of signing of any Statement of Terms, Organization represents to Charities that (a) Organization is either (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (iii) an "Indian tribal government," as defined under Section 7701(a)(40) of the Code, that is treated as a State under Section 7871 of the Code and that will use the grant for exclusively public purposes; (b) Organization validly holds and maintains all licenses, permits, and registrations, and has satisfied all similar requirements, necessary for its lawful operation; (c) Organization is in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Organization is subject; (d) Organization is not on any federal terrorism "watch list" and any funds provided to Organization under this Agreement will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders; (e) Organization will not use any support provided under this Agreement for lobbying or political activities, or any purpose not described in Section 501(c)(3) of the Code; and (f) all representations made by Organization in any application and ancillary material are true and accurate in all material respects. Organization agrees to notify Charities promptly in writing of any change in the information represented herein.

**Section 1.7** **Audit.** Upon reasonable prior written notice and during normal business hours, at any time during the term of a Statement of Terms and ending two (2) years thereafter, Charities or its designee may audit the books and records, relating to this Grant to ascertain Organization's compliance with the terms and conditions of this Agreement. Organization acknowledges and agrees that any such audit may include, without limitation, (i) an on-site or in person inspection, (ii) observation of Organization's facilities and operations, and (iii) personnel interviews, including without limitation, employees and volunteers.

**Section 1.8** **Independent Entities.** Nothing in this Agreement shall be construed to create a legal partnership, joint venture, landlord-tenant, agency, or employee-employer relationship between any of Charities or PetSmart, on the one hand, and Organization, its employees, volunteers or agents, on the other hand. The Parties agree that Organization is an independent entity solely responsible for itself, its employees, volunteers, agents, and any of Animals at all times. Each Party shall be solely responsible for the acts and omissions of its respective officers, agents, servants, employees, representatives and subcontractors during and after the term of any Statement of Terms. The doctrine of respondeat superior shall not apply as between Organization, on the one hand, and PetSmart or Charities, or their respective officers, agents, servants, employees, representatives or subcontractors, on the other hand.

**Section 1.9** **Equal Opportunity.** Organization agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status or gender.

**Section 1.10** **Governing Law; Legal Fees.** This Agreement and any Statement of Terms shall be governed by and construed in accordance with the laws of the State of Arizona in the United States without regard to conflict of law provisions or international treaties or conventions, unless prohibited by law. In the event of any dispute under this Agreement, the prevailing Party will have the right to recover attorneys' fees, fees of expert witnesses and travel expenses.

**Section 1.11** **Assignment; Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Organization will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Charities. Nothing in this Agreement shall be construed to give any third party any legal or equitable right, remedy or claim under or with respect to this Agreement, except that Charities or any Party's permitted successor or assign shall be deemed a third-party beneficiary of this Agreement. Notwithstanding anything herein to the contrary, Charities may freely assign this Agreement in connection with a transfer to a related party or due to a merger, consolidation, or sale of substantially all of its assets.

**Section 1.12** **Force Majeure.** The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement and any Statement of Terms, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems,

epidemics or public health crises, declaration of a state of disaster or emergency by the federal, state, county, or city government in accordance with applicable law, and/or any other similar causes.

**Section 1.13 Waiver; Severability.** The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such term or right on any future occasion. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If one or more provisions of this Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions must be limited or eliminated to the minimum extent necessary and only in the applicable jurisdiction such that the balance of this Agreement remains enforceable and in full force and effect.

**Section 1.14 Survival.** All representations, warranties and obligations of Organization in this Agreement shall survive after the termination date of this Agreement.

**Section 1.15 Headings; Construction.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement shall not be construed for or against any Party on the basis of which Party drafted this Agreement, and each Party had the opportunity to review this Agreement with their respective legal counsel to the Party's satisfaction.

**Section 1.16 Execution; Counterparts.** Charities and Organization each represent that the individuals signing below are duly authorized to execute this Agreement on behalf of the Party for which they are signing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this 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.

**Section 1.17 Notices.** Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery. Either Party may change the notice address or recipient at any time by providing written notice to the other Party. All notices required or permitted to be given hereunder shall be in writing, reference this Agreement, and be delivered by hand, prepaid courier, or registered or certified mail, postage prepaid, and addressed to the Party's address set forth in this Agreement, and in the case of Charities, to the attention of the Legal Department.

**Section 1.18 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. No entity is authorized by Charities to make any warranty, representation, or promise different than, or in addition to, the warranties, representations or promises expressly set forth in this Agreement. This Agreement may be modified or amended only in writing, duly executed by both Parties.

**Section 1.19 The Immigration Law Compliance.** Parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

**Section 1.20 No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

IN WITNESS WHEREOF, and in consideration of the mutual promises and covenants herein contained, the Parties have caused this Agreement to be signed by their respective and duly authorized representatives as of the Effective Date set forth above.

**"CHARITIES"**

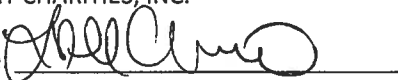
PETSMART CHARITIES, INC.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Lindsay Del Chiaro

Program Director

3-15-2017

**"ORGANIZATION"**

City of Glendale

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER SUPPORT AGREEMENT  
PROGRAM TERMS AND CONDITIONS**

The following terms and conditions are in addition to the terms and conditions set forth in the Agreement, are incorporated by reference in the Agreement, and shall be applicable to any Program designated in any Statement of Terms.

**Grants.**


(a) **Grant Terms.** From time to time following execution of this Agreement, Charities may award Organization a grant (each, a "Grant") on the terms and conditions set forth in this Agreement and as further specified in the applicable Statement of Terms. With respect to each Grant, at a minimum the Statement of Terms will include (i) the amount of Grant cash or in-kind goods or services to be awarded to Organization (the "Grant Funds"); (ii) a description of the in-kind goods or services to be awarded; (iii) the distribution schedule for the Grant Funds; (iv) the specific purpose(s) for which the Grant Funds may be used by Organization (the "Grant Purpose"); and (v) the time period during which the Grant Funds will be used by Organization (the "Grant Period").

(b) **Use of Grant Funds.** Organization will utilize the Grant Funds only for the Grant Purpose and within the Grant Period. In the event that Organization cannot use the Grant Funds for the Grant Purpose or within the Grant Period, Organization must notify Charities immediately. In the event that Organization has previously received any form of grant from Charities, this Agreement is contingent upon successful performance by Organization under that grant agreement.

(c) **Modifications.** Upon written request made by the Organization to Charities and in the sole discretion of and upon written approval by Charities, the Statement of Terms may be amended if such amendment is limited in scope to the following sections of the Statement of Terms: (a) the Grant Purpose may be amended to reflect adjustments in acceptable use of the Grant Funds within the overall intended purpose of the funded project, including adjustments in areas of populations being served or targeted, reallocation of funds across types of expenses and adjustments in acceptable performance metrics (b) the performance time period may be extended to enable the completion of the funded project; and (c) any reporting obligations may be extended in time and adjusted to reflect the data available.

**MASTER SUPPORT AGREEMENT – EXHIBIT A  
INITIAL STATEMENT OF TERMS**

<b>General Terms</b>							
Indicate Type of Program(s)			Grant X   Sponsorship   Adoption				
Term			Start Date: Upon date of full execution   End Date: Until terminated				
<b>Parties and Contact Information</b>							
Organization		City of Glendale			Charities		PetSmart Charities, Inc.
Address		5850 W Glendale Ave Glendale AZ 85301-2563			Address		19601 North 27 <sup>th</sup> Avenue Phoenix, AZ 85027
Principal Contact		Chief, Rick St. John			Principal Contact		Sophie Faust
Tel.		(623) 930-3398	Fax	N/A	Tel.		623-587-2219   Fax   623-556-6530
<b>Grants</b>							
Amount of Grant Funds – Cash				\$5,000.00			
Amount of Grant Funds - In-Kind (Fair Market Value)				\$ (FMV)			
Total Amount of Grant Funds (cash and/or in-kind)				\$5,000.00			
Description of in-kind goods or services provided (including equipment, services, etc.) to Organization (if any)							
Distribution Schedule of Grant Funds				\$5,000.00 in one single installment upon execution			
Grant Purpose				Grant funds will support the Glendale Police K9 Unit to help strengthen the organizational mission.			
Grant Period				Start: Upon date of full execution   End: Six months after full execution			
<b>Sponsorships</b>							
Amount of Cash Grant Funds				\$			
Amount of In-Kind Grant Funds (Fair Market Value)				\$ (FMV)			
Total Amount of Grant Funds (cash and/or in-kind)				\$			
Distribution Schedule of Sponsored Amount							
Name and Date of Event or Conference							
Benefits Provided by Organization (if any)							
<b>Adoption</b>							
Location (address and/or PetSmart store number)							
Is the Adoption Center an "Everyday Adoption Center"?				Yes   No			
Start Date							

<b>Licenses</b>	
Charities' License of Organization's Marks as Identified Below	Yes      No X
Organization's License of Charities' Marks as Identified Below	Yes X No
License Purpose and Duration (if different from the Term)	Recognition of PetSmart Charities, Inc support of Organization; Promotion of Organization's participation in PetSmart Charities, Inc. programming (ie. In-Store adoption programming, grants programming)
<b>Identification of Marks</b>	
<b>Organization's Marks</b>	
(a)	
(b)	
<b>Charities' Marks</b>	
(a) PetSmart Charities®	
(b)	
	
<b>Other Requirements</b>	
Reporting Requirements	<p>In addition to any reporting requirement set forth in the Master Support Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this project donation, on or before the deadlines set below. PetSmart Charities reserves the right to change the method and format of how reports are provided.</p> <p>Unless otherwise specified, submit reports via the following web link: <a href="http://www.cybergrants.com/petsmartcharities/reports/app">www.cybergrants.com/petsmartcharities/reports/app</a>.</p> <p>Final Field Grant Impact Report due no later than seven months after distribution of funds, including:</p> <p>1) A final project report on the the results and impact of the project donation.</p>
Additional Requirements (if any)	PetSmart Charities supports established best practices for transport such as those guidelines included in the Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters. Organization must operate transport vehicles within the Association of Shelter Veterinarians (ASV) recommended transport guidelines.