



GRANT STATEMENT

THIS GRANT STATEMENT is entered into and forms a part of that certain Grant Agreement dated _____ (the “Agreement”) by and between PetSmart Charities, Inc. (“PetSmart Charities”) and the “Organization” identified below. The Parties are entering into this Grant Statement to set forth additional terms and conditions for a Grant from PetSmart Charities to the Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

<i>Parties and Contact Information</i>			
PetSmart Charities:	PetSmart Charities, Inc.	Organization:	City of San Antonio Texas
Address:	19601 North 27 th Ave Phoenix, AZ 85027	Address:	PO Box 839966 San Antonio TX 78283-3966
Principal Contact:		Principal Contact:	Kathy Davis
Notice contact:	Legal Department	Notice contact:	Kathy Davis
Tel:	1-800-738-1385	Tel:	210-207-4738
Fax:	1-623-580-6561	Fax:	

<i>Grant Terms</i>	
Effective Date:	
Grant Funds:	\$50,000 for the Grant Purpose as stated below.
Grant Conditions:	There are no additional conditions beyond the requirements of the Agreement and the Grant Statement.

Grant Distributions:	<p>PetSmart Charities will distribute the Grant Funds to the Organization for the Grant Purpose as follows:</p> <p>\$50,000 in a single installment upon receipt of a memorandum of understanding agreed upon and signed between the Organization and the Humane Society of the United States, for the participation in the Pets for Life mentorship program.</p>
Grant Purpose:	<p>The Grant Funds will total \$50,000 over 12 months. The grant funds will be used for the sole purpose of:</p> <ol style="list-style-type: none"> 1. Up to \$1,500 for travel expenses for one training trip to observe a Pets For Life program. This includes hotel, airfare, meals and rental car and gas. 2. Up to \$28,500 for a minimum of 500 spay/neuter surgeries in the targeted area identified in the community assessment. 3. Following the Pets for Life budget model and guidelines up to \$20,000 to conduct 2 community outreach events and outreach activities for a minimum of 500 animals. Expenses may include: vaccinations, medical supplies, dewormer, flea and tick medicine, veterinarian, veterinary technicians location and transportation expenses to transport pets for spay/neuter surgery. <p>Any remaining funds may be used for spay/neuter surgery subsidies within the targeted area.</p>
Grant Period:	<p>The Grant Period will commence on the Effective Date set forth in this Grant Statement, which in no event shall be earlier than effective date of the Agreement and will continue for a period of 12.</p>
Reporting Obligations:	<p>In addition to any requirement set forth in the Grant Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this Grant Statement, on or before the deadlines set forth below. Impact reports may now be accessed and submitted online. To access the online impact report please copy and paste the following link www.cybergrants.com/petsmartcharities/reports/app. For Additional information about the online report process and samples of the report documents please refer to http://www.petsmartcharities.org/resources/grant-reporting-documents.html. PetSmart Charities reserves the right to change the method and format of how reports are provided.</p> <ol style="list-style-type: none"> 1. Pre project data: By October 31, 2013 for calendar year 2012 and YTD 2013. Type of data to be submitted: Total shelter intake of cats, kittens and dogs and puppies from targeted area identified in community assessment using the National Federation of Humane Societies data form (data form will be provided). 2. Post project data: By November 30, 2014 and November 30, 2015. Type of data to be submitted: Total shelter intake of cats, kittens, dogs and puppies from the targeted area identified in community assessment using the National Federation of Humane Societies data form (data form will be provided). These reports may be e-mailed to kfroehlich@petsmartcharities.org. 3. Community outreach data in coordination with the Humane Society of the United States via Pets for Life Data Base.

	<p>4. Final report by December 31, 2014 via www.cybergrants.com/petsmartcharities/reports/app.</p> <p>a. A written report on the project.</p> <p>b. A detailed report on the expenditures of PetSmart Charities Grant Funds.</p> <p>c. The total number of spay/neuter surgeries completed in the target area.</p>
<p>Additional Terms:</p>	<p>As of the date of signing this Grant Statement, the Organization represents to PetSmart Charities that each of its representations, warrants and covenants provided in the Agreement and this Grant Statement are true and correct, including, but not limited to, those set forth in Section 8 of the Agreement.</p> <p><input type="checkbox"/> PROGRAM BRANDING TERMS AND PROMOTION</p> <p>(1) The Grant Project shall be branded by a name agreed to in writing by the Organization and PetSmart Charities. Organization agrees to refer to and label the grant project by this name on organizations website and in any and all other references to the project. All references made by organization to the project shall acknowledge the participation of both the Organization and PetSmart Charities and shall include use of PetSmart Charities' name and/or logo.</p> <p>(2) The Organization shall in good faith cooperate with PetSmart Charities to develop a marketing and communication plan to promote the Grant Project to the public, news media and other animal welfare organizations. This cooperative effort shall include the design of marketing and communication materials.</p> <p>(3) The Organization shall submit to PetSmart Charities for review, prior to submission to other parties or use, any and all promotional or advertising materials, press releases, written communication or social media posts in which PetSmart Charities' name, trademarked material or copyrighted material or the Grant Project's name is used. This shall include all formal communication regarding the Grant Project to animal welfare organizations or municipalities receiving Grant Funds.</p> <p>(4) At all times, with respect to references to the Grant Project and/or PetSmart Charities, the Organization shall comply with PetSmart Charities' Communications Approval Procedures and Style & Brand Guidelines, a copy of which is included in Exhibit A and is hereby incorporated by reference. PetSmart Charities reserves the right, at its sole discretion, to alter the content of these procedures and guidelines. PetSmart Charities will notify the Organization in writing of any changes and, thereafter, the Organization shall comply with any new terms.</p> <p>(5) The Organization agrees to use its best efforts to promote the Grant Project through its website, newsletters, electronic news distributions, press releases and other reasonable venues.</p> <p>(6) The Organization agrees to advise PetSmart Charities of any promotion of the Grant Project and to use the correct name of the Grant Project in any promotion. Advisal of any promotion shall be done in a timely manner prior to implementation of the promotion.</p>

This Grant Statement shall not be binding on either Party until executed by both Parties. Organization acknowledges and agrees that PetSmart Charities may rescind any offer contained herein at any time until the Agreement has been executed by both Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Grant Statement to be signed by their respective and duly authorized representatives as of the last date set forth below.

“PETSMART CHARITIES”
PETSMART CHARITIES, INC.

“ORGANIZATION”
City of San Antonio Texas

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please retain a copy of this document for your records