



## GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”), dated as of February 27, 2024 (the “**Effective Date**”), is entered into by and between Bass Pro Shops and Cabela’s Outdoor Fund, a Missouri nonprofit corporation (“**Grantor**”), and Lexington Fayette Urban County Government (“**Grantee**”).

WHEREAS, Grantee submitted to Grantor a grant application dated 1/26/2024 (Reference No.: 2024010718) (the “**Application**”); and

WHEREAS, in reliance upon the accuracy and completeness of the Application, Grantor desires to donate to Grantee the goods (the “**Goods**”) and/or funds (the “**Funds**”) and together with the Goods, the “**Grant**”) for the project (the “**Project**”) as below set forth.

Project: Reforest the Bluegrass Initiative

Goods up to: \$0

Funds up to: \$1,000 USD

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Charitable Donation.** The Grant made pursuant to this Agreement shall for all purposes be treated as charitable donations and it is the intent of the parties that donations be made and used in compliance with all applicable laws governing donations made to charitable organizations. Grantee shall use the Grant exclusively for charitable purposes.
2. **Payment of Funds.** Grantor intends to give Grantee the Grant in installments over a period of 1 year. Installations of the Grant shall be made in such amounts and at such times the Grantor deems appropriate in Grantor’s sole and absolute discretion. Grantor may reduce or terminate the Grant in Grantor’s sole and absolute discretion.
3. **Donation.** Grantor hereby makes the Grant to Grantee and Grantee hereby accepts the Grant. When an installment of the Grant is made to Grantee, Grantor irrevocably grants Grantee all of Grantor’s right, title, and interest in the Goods and/or Funds included in such portion of the Grant upon the terms and subject to the conditions set forth in this Agreement and without monetary payment to the Grantor. Goods will be transferred to Grantee free and clear of any liens, claims, or encumbrances.
4. **Grantee Covenants.** Grantee shall comply with all of the following agreements and restrictions.
  - i. **Project.** Grantee shall use the Grant solely for the Project. The Goods may not be sold, transferred, bartered, or traded by Grantee to any third party. Title and risk of loss to the

Goods shall transfer to the Grantee upon delivery to the Grantee. Subject to Section 10, all Funds must be spent on the Project within the Term (as defined herein). Grantee shall complete the Project in compliance with all applicable laws, and Grantee shall use the Grant in compliance with all applicable laws. If the Project is completed and any portion of the Grant has not been used, such unused portion of the Grant shall be returned to Grantor within thirty (30) days of completion of the Project.

- ii. Reports and Records. Within a calendar year of the Effective Date, or at the completion of the Project, and upon Grantor's request, Grantee agrees to furnish to Grantor a final report (the "**Report**") covering the substance of the Grantee's activities under this Agreement and the financial administration of the Funds. Grantee agrees to keep its financial and other records so that they adequately show the use of the Grant solely for the Project (collectively, the "**Records**").
- iii. Grant Review. Grantee will permit representatives of Grantor to visit Grantee's premises and review Grantee's activities with respect to the Project, and will permit Grantor, at its own expense, to conduct an audit of the Reports and Records. Grantor may discontinue the payment of future Funds, modify, or withhold part or all of the Funds or require Grantee to return to Grantor any Funds, and any income earned on those Funds, when, in its judgment, such action is necessary to comply with applicable law.
- iv. Additional Information. Grantee agrees to supply Grantor with such other information as may be necessary or desirable to permit Grantor to exercise its responsibility for the supervision of the Grant as required by applicable law.
- v. Reputation. Grantee shall not take any action (other than legal action arising out of this Agreement) or make or authorize statements deemed by Grantor to be in derogation of Grantor or its direct or indirect parents, subsidiaries, affiliates, or executive officers or any of their products and such actions or statements become public during the Term.

5. Representations and Warranties. Grantee makes the following representations and warranties to Grantor which are true as of the Effective Date and shall continue to be true throughout the Term of this Agreement.

- i. Organization. Grantee is validly existing and in good standing under the laws of the state of its incorporation and has all necessary power and authority to operate its business and complete the Project. Grantee is duly licensed or qualified to do business and is in good standing.
- ii. Binding Agreement. This Agreement has been duly executed and delivered by Grantee, and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with its terms. The execution and performance of this Agreement will not result in a breach or default under any other agreement to which Grantee is bound.

6. Warranty Disclaimer. THE GOODS ARE DONATED "AS IS" WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF CONDITION, QUALITY, OR SUITABILITY, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW,

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

7. **Waiver and Release.** Grantee and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, owners, employees, representatives, agents, successors, and assigns hereby expressly release, waive, and forever discharge Grantor and its present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, owners, agents, representatives, successors, and assigns (collectively, the “**Grantor Parties**”) from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever (including but not limited to reasonable attorneys’ fees), whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity (collectively, “**Losses**”) arising out of or in connection with this Agreement, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law.

8. **Indemnification.** Grantee shall indemnify, defend, and hold the Grantor Parties harmless against any and all Losses that are incurred by Grantor Parties arising out of or related to any claim alleging: (i) breach or non-fulfillment of any provision of this Agreement by Grantee (or any person or entity for whom Grantee is responsible); (ii) any negligent (or more culpable) act or omission of Grantee (or any person or entity for whom Grantee is responsible); (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent (or more culpable) acts or omissions of Grantee (or any person or entity for whom Grantee is responsible); or (iv) any failure by Grantee (or any person or entity for whom Grantee is responsible) to comply with any applicable law.

9. **Limitation of Liability.** IN NO EVENT SHALL GRANTOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, COVER, ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE GRANT OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT GRANTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED; AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. **Term and Termination.** The term of this Agreement shall remain in effect until the later of (i) all Funds have been spent on the Project or (ii) all Goods have been contributed to Grantee (the “**Term**”); however, Grantor reserves the right to terminate this Agreement and cease any and all payments or delivery of Goods and Funds pursuant to the Grant at its sole discretion and without limitation. Termination is effective immediately upon notice by Grantor to Grantee. Prior to the expiration of the Term, Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days’ written notice. Within ten (10) business days following the expiration or termination of this Agreement, Grantee will return to Grantor any Funds, and any income earned on those Funds, that are not spent or committed for the Project as of the date of expiration or termination, as applicable.

11. **Publicity.**

- i. **Public Announcements.** Grantor reserves the right to make public announcements and communicate with any news media regarding this Agreement and the Grant without prior consent of or notice to the Grantee. Grantee shall not make any public announcements in respect of this Agreement or the Grant without the prior written consent of Grantor.
- ii. **Grantee’s Photos and Materials.** Grantee agrees that all photographic images, video images,

and/or content submitted to Grantor by Grantee or shared with hashtags #OutdoorFund, #BassProShops and #Cabelas on Facebook, Instagram or Twitter (collectively, the “Content”): (A) were created solely by Grantee or by others who assigned all rights, title, and interest in their work to Grantee; (B) is free and clear of all encumbrances; (C) the use of the Content by Grantee or Grantor does not violate the intellectual property rights of any third parties; and (D) Grantee has all required permission for Grantor to show any persons depicted in the Content. Grantee grants Grantor an exclusive, perpetual, fully-transferable, fully-sublicensable license to use and publish the Content and to edit or modify the Content for Grantor’s use. Grantee waives the right to inspect or approve any final product and the right and claim for royalties or remuneration from the publication, distribution, or sale of such materials.

- iii. Promotion of the Grantor. Grantee agrees to communicate and promote with all members of its organization the partnership with the Grantor. All credits for Grant funding must be given to the Grantor, Bass Pro Shops and Cabela’s Outdoor Fund (not “Bass Pro Shops” and/or “Cabela’s”). Grantor will request Bass Pro Shops and Cabela’s Outdoor Fund brand marks through OutdoorFund@basspro.com.

## 12. Miscellaneous.


- i. Survival. Sections 3 – 12, in addition to such other provisions of this Agreement, which by their nature are intended to or which are herein recited to survive the expiration or termination of this Agreement, shall continue as valid and enforceable obligations of the parties, notwithstanding any such expiration or termination.
- ii. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other party at the addresses set forth on the signature page of this Agreement (or to such other address that the receiving party may designate from time to time or if no address is provided, to the party’s registered agent). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Notices shall be deemed received upon deposit with the carrier, the date delivered if hand delivered, or on the date sent by email.
- iii. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- iv. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto (e-mail being sufficient).
- v. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction). Venue for any proceeding or action arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Greene County, Missouri.

- vi. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- vii. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control.
- viii. Assignment. Grantee shall not assign this Agreement without the prior written consent of Grantor.
- ix. Waiver. No waiver by Grantor of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Grantor. No waiver by Grantor shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- x. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The recitals of this Agreement are made a part hereof and incorporated by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

Bass Pro Shops & Cabela's Outdoor Fund

By:   
Name: Robert Ziehmer

Title: President, Bass Pro Shops and Cabela's  
Outdoor Fund

Address for Notice:

Bass Pro Shops and Cabela's Outdoor Fund  
2500 E. Kearney St.  
Springfield, MO  
65898  
Email: Outdoorfund@basspro.com

Lexington Fayette Urban County  
Government

By:   
Name:

Name:

Title:

Address for Notice:

Lexington Fayette Urban County Government  
200 E Main St  
Lexington, KY  
40507  
Email: hwilson@lexingtonky.gov