

2016 Pizza Hut BOOK IT! Grant Agreement

Thank you for partnering with The BOOK IT! Program of Pizza Hut (“Grantor”), to enable access to reading resources and improve literacy, empower teachers to improve literacy programs, and inspire readers. If you are selected to receive a 2016 Pizza Hut BOOK IT! Grant, for the [2016-2017 Grant Period] of [September 1, 2016 – August 1, 2017], there are specific terms and conditions by which you (“Grantee”) must abide. If the terms and conditions below are acceptable, please click the “I agree” button at the bottom of this page.

Eligibility

Applicants for the 2016 Pizza Hut BOOK IT! Grant must be organizations formed or incorporated in the United States or legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older. Individuals wishing to participate who are 17 years of age or younger must obtain the permission of their parents or legal guardians prior to participating.

Grantor reserves the right to conduct a detailed publicity and background check of any and all records of applicants, including without limitation, civil and criminal court records and police reports, and, based on its results, may disqualify applicants from receiving the 2016 Pizza Hut BOOK IT! Grant, in Grantor’s sole discretion. To the extent necessary under law, by submitting an online application, applicants authorize Grantor to perform such publicity and background check. Grantor may also take all steps necessary to corroborate any information provided to Grantor by applicants in their online applications. In that regard, upon request, applicants will be obligated to provide necessary contacts and information so that Grantor may conduct such investigation.

Program Terms and Conditions

Grantee agrees to:

1. Ensure the grant funds are used solely to support the approved program or experience submitted through the online application process, which seeks to make an impact by enabling access to literacy and reading resources, empowering teachers with literacy and reading resources or programming, and/or inspiring readers with literacy and reading resources or programming (the “Purpose” of the 2016 Pizza Hut BOOK IT! Grant). Grantor reserves the right to request immediate reimbursement of any grant funds used for purposes other than the Purpose of the 2016 Pizza Hut BOOK IT! Grant
2. Submit one impact report to Grantor at the conclusion of the 2016-2017 Grant Period. If Grantee’s submitted grant application is approved, Grantor will email the link to the online impact report when Grantee is notified of their grant approval. A reminder to complete the impact report will be sent out [June 2017].
 - a. Grantee certifies that report contents are the original work of the Grantee, have not been previously published, have not won previous awards, and do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Grantee acknowledges that if the report contains any photographs or other materials that are not owned by Grantee, and/or which are subject to the rights of third parties,

Grantee has obtained any and all releases and consents necessary to permit the use and exhibition of such materials by Grantor, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the photographs or other materials. Grantor reserves the right to request proof of these permissions in a form acceptable to Grantor from Grantee at any time. Failure to provide such proof may, if requested, render the report null and void. By submitting this report, Grantee warrants and represents that he/she and any persons appearing or who are identifiable in the report, photographs or other materials consent to the submission and use of such materials in relation to the Pizza Hut BOOK IT! Grant.

- b. The report will be due no later than thirty (30) days after the end of the 2016-2017 Grant Period. A sample of the information requested from Grantees includes, but is not limited, to the following:
 - Summary of the funded program or experience
 - Number of persons impacted or served
 - Photos from the funded program
 - Quote(s) from participants about how the program or experience helped to improve literacy or reading programs in the community
3. Respond to and comply with any of Grantor's requests for additional reports or information.
4. Keep record of all expenditures and supporting documentation relating to the 2016 Pizza Hut BOOK IT! Grant for a period of two (2) years after the expiration of the Grant Period. Upon request, Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this Agreement available to Grantor or its designated representatives, auditors, or legal counsel to determine compliance with the terms of the Agreement and applicable law.
5. Comply with all applicable federal, state and local laws, regulations and ordinances in relation to activities conducted pursuant to this 2016 Pizza Hut BOOK IT! Grant. If Grantee is a Section 501(c)(3) tax-exempt organization, Grantee must continue to meet the requirements to maintain its tax-exempt status under the Internal Revenue Code.

Receipt of Grant

If approved for a 2016 Pizza Hut BOOK IT! Grant, Grantor will provide to Grantee a check in the approved amount for the Grant Period set forth above. The grant will be paid to Grantee by Grantor upon approval of Grantee's submitted application and confirmation that Grantee has agreed to the electronic grant agreement.

Grantee acknowledges and agrees that any grant that it may receive may be terminated by Grantor if Grantee does not use the grant in accordance with the terms and conditions of this Agreement. In such an event, Grantee shall repay the grant within thirty (30) days Grantor's notice of termination. The possible causes of termination are further detailed below.

If Grantee is an individual or for-profit entity, grant funds will be taxable income and Grantor will report the disbursement of the grant to the Internal Revenue Service. Grantees will be required to provide Social Security Numbers (in the case of individuals) or Employer Identification

Numbers (in the case of entities). Grantee is advised to consult with a tax advisor regarding the reporting and taxes related to receipt of the 2016 Pizza Hut BOOK IT! Grant.

Additional Terms and Conditions

Please review:

1. Termination for Cause: Grantor has the right to terminate this Agreement with cause. Upon termination, Grantor shall be relieved from making any further payments to Grantee. Any of the following, among others, constitute cause for termination: (1) Grantee does not use the grant funds in accordance with the Purpose of the 2016 Pizza Hut BOOK IT! Grant and terms and conditions set forth in this Agreement; (2) Grantee has misrepresented any material fact or supplied false or misleading material information to Grantor; (3) Grantee is in material violation of applicable federal, state and local laws, regulations and ordinances, which includes, if Grantee is a tax-exempt organization, loss of Grantee's exemption from federal income tax under the Internal Revenue Code; (4) Grantee has failed to maintain or provide any material records or the required reports; or (5) Grantee has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Purpose of the 2016 Pizza Hut BOOK IT! Grant. In the event that Grantor terminates this Agreement, Grantor reserves the right to require Grantee to refund any or all payments of the grant. Grantee shall repay the grant within thirty (30) days following Grantor's notice of termination. The foregoing remedies are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.
2. Indemnification: Grantee shall indemnify, defend, hold harmless, and reimburse Grantor, and its parents, subsidiaries, affiliates, franchisees, successors, or assigns, and their respective officers, agents, employees, and representatives, from and against any and all losses, liabilities, costs and expenses (including, without limitation, attorneys' fees accounting fees, expert witness fees, fines, penalties, interest, judgments, awards and settlements) that may be imposed on, sustained, incurred or suffered by or assessed directly relating to or arising out of or in connection with any act or omission of Grantee hereunder of whatever nature or type that Grantor may suffer or incur by reason of (hereinafter "Claims") including, but not limited to: (1) any injury or damage sustained or purported to have been sustained by any person or thing to the extent arising from the acts or omissions of Grantee or its employees, subcontractors, laborers or agents; (2) any breach or default of Grantee under this Agreement; (3) Grantee's failure to comply with applicable U.S. laws, including, but not limited to, tax laws and immigration laws; (4) any claim by any of Grantee's personnel for employment benefits from Grantor; or (5) any allegation or claim that any of Grantee's actions involving Grantor infringe a patent, copyright, trade secret or other intellectual property or proprietary right of a third party.
3. Limitation of Liability: In no case shall Grantor be liable to Grantee or any third party for consequential damages. Grantor shall have no liability for any debts, liabilities, defects, or cost overruns of Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of Grantor shall incur any financial responsibility or liability of any kind of nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of Grantor shall be limited to the payment of the 2016 Pizza Hut BOOK IT! Grant. This provision shall survive the expiration or sooner termination of this Agreement.

4. Assignment: Grantee may not assign this Agreement, or any portion hereof, without the prior written consent of Grantor. Grantor may assign this Agreement, or any portion hereof, to a parent, subsidiary, affiliate, or newly created entity due to a change in the legal structure without the prior written consent of Grantee. Any consent required hereunder shall not be withheld unreasonably. Further, any attempted assignment without consent shall be void.
5. Survival: All terms which by their nature reasonably would be expected to survive, will survive the termination of this Agreement. These terms and conditions may not be modified except in writing by the parties.
6. Publicity: Grantor provides approval for usage of the name, symbol, logo or trademark of Grantor and the BOOK IT! Program as specified in the 2016 Grantee Toolkit and the 2016 Pizza Hut BOOK IT! Grant press release ("Publicity Materials"). Except as specified in the Publicity Materials, at no time may Grantee (a) use the name, symbol, logo, trade name or trademark of Pizza Hut or its parent company (Yum! Brands, Inc.) and its affiliated brands (e.g., Taco Bell and KFC) or (b) issue any press releases or otherwise make any public statement referring to the 2016 Pizza Hut BOOK IT! Grant, without Grantor's prior written consent. Any approved publicity regarding the 2016 Pizza Hut BOOK IT! Grant must include an acknowledgement that the project was supported by the Pizza Hut BOOK IT! Program. Grantee shall inform Grantor about, and refer to Grantor as appropriate, any media inquiries about Grantor or the 2016 Pizza Hut BOOK IT! Grant. Neither the Grantee nor its representatives shall speak on behalf of Grantor without Grantor's prior explicit instructions or approvals.
7. Law, Venue, Jurisdiction: This Agreement and the rights, duties, and obligations of the parties to this Agreement shall be interpreted, construed, performed, and enforced in accordance with and shall be governed by the laws of the [State of California], without regard to its conflict of law provisions. Any action brought to enforce the terms of the Agreement shall be filed in the State or Federal Court located in [Orange County, California], and the parties agree to the jurisdiction and venue of the Courts of the State of California for resolving any claims or actions arising from this Agreement or its interpretation, and each party hereby submits to such jurisdiction and venue and waives any objection to such jurisdiction and venue.
8. Entire Agreement: This Agreement is intended by the parties to be a final and complete expression of their agreement and understanding with respect to its subject matter. The terms of this Agreement are contractual, and may not be changed, modified, altered, interlineated, or supplemented, nor may any covenant, representation, warranty, or other provisions hereof be waived, except by agreement in writing assigned by a duly authorized representation of each party specifically stating that the Agreement is being modified. The parties acknowledge to one another that no promise, inducement, or agreement not contained herein has been expressed or made to any of them in connection with this Agreement.
9. Severability: Should any provision(s) of this Agreement be declared invalid or unenforceable pursuant to a final determination of a court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability hereof or thereof and shall not affect the validity or effect of any other portion hereof or thereof. Any invalid portion shall be deemed removed from this Agreement as of the date upon which the ruling becomes final, and

shall then be deemed replaced by the closest enforceable provision as determined by such court.

If you agree to the above terms and conditions of this grant award, please indicate your acceptance by selecting "I agree." By selecting "I agree," you are acknowledging that you are a duly authorized representative of Grantee with full power and authority to execute and deliver this Agreement and hereby acknowledge that you have read, understood, agree with and accept the terms and conditions set forth above.

By submitting the application successfully, all grant applicants agree to the 2016 Pizza Hut BOOK IT! Grant Agreement. Other than abiding to the terms, there is no further action required pertaining to the agreement.

*** 2016 Pizza Hut BOOK IT! Grant Agreement Acceptance**

By checking this box I agree to the terms and conditions listed above.

Contact Information

First Name	
Last Name	
Telephone	
E-Mail Address	
Are you applying on behalf of a for-profit or non-profit organization?	
(If Yes) Organization Name	
(If Yes) For-Profit or Non-Profit	
Address	
City	
State	
Zip	
Phone Number	

Request Information

1. How are you looking to make an impact on literacy through your program or experience?	<p>Select all that apply:</p> <ul style="list-style-type: none"> - Enabling access to literacy and reading resources - Empowering teachers with literacy and reading resources or programming - Inspiring readers with literacy and reading resources or programming
2. Title of the Program or Experience	
3. Describe your proposed program or experience, and its goal(s). Be sure to demonstrate how it enables access, empowers teachers, or inspires readers.	
4. Proposed Grant Amount	[List of options for dollar amounts]
5. How will grant funds be used for the program or experience? Please attach a	<ul style="list-style-type: none"> • Transportation: • Supplies (describe): • Staffing or Labor:

<p>Word document if you need additional space.</p>	<ul style="list-style-type: none"> • Marketing • Other Costs (describe):
<p>6. Estimate the number of persons that you expect to reach through your proposed program or experience, and the basis for your estimate.</p>	
<p>7. Of the number of persons you anticipate reaching, what is the percentage of persons that are indigent or in-need? Describe the basis for your estimate.</p>	
<p>8. Are you an educator?</p>	
<p>8(a). If yes, are you currently working in a school that participates in the BOOK IT! Program?</p>	
<p>8(b). If yes, are you currently working in a school that is a member of the First Book partner network?</p>	
<p>9. Pizza Hut is looking to get more involved in our communities. If you have available volunteer opportunities for your local Pizza Hut team, please list them here.</p>	