

**FARMER JOHN CALIFORNIA KINDNESS PROJECT GRANT PROGRAM**  
**Terms and Conditions**

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Fiscal Sponsor (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Award Amount:     **\$25,000**       **\$5,000**       **\$3,000**       **Other** \_\_\_\_\_

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**PLEASE READ CAREFULLY.**

The above-named Community Organization (“Recipient”) has been selected by Smithfield Packaged Meats Sales Corp. (“Smithfield”) to receive a one-time grant in connection with the Farmer John California Kindness Project for the support of California communities. All grant awards for the California Kindness Project are subject to these grant Terms and Conditions (the “Terms and Conditions”).

By signing below and/or by receiving and accepting a Farmer John California Kindness Project grant, Recipient unconditionally agrees to the following:

**Grant Award.** Recipient has been selected by Smithfield to receive a grant in the amount designated above, which amount and payment schedule shall be determined by Smithfield in its sole discretion. As a condition of receiving a grant award, Smithfield may require Recipient to name a fiscal sponsor to receive and oversee the use of grant funds in the event Recipient is not a registered nonprofit or operated by a registered nonprofit. Recipient or its fiscal sponsor will be required to provide a valid W-9 prior to payment.

**Eligibility.** Recipient represents to Smithfield that it meets the following eligibility requirements for receiving a Farmer John California Kindness Project grant:

- Recipient is located in the state of California;
- Recipient is one of the following:
  - Group of community members with a fiscal sponsor or agent that is a registered tax-exempt, non-profit organization;
  - Registered as a tax-exempt, nonprofit organization, or operated by a tax-exempt nonprofit organization.
- Recipient does not deny service, membership, involvement, or participation on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran or disability status.

**Use of Funds.** Recipient acknowledges and agrees that all grant funds received in connection with the Farmer John California Kindness Project will be used exclusively for the purposes identified in its grant application and shall not be used for purposes unrelated. Other restrictions and requirements may apply at the discretion of Smithfield.

**Publicity & Promotion.** As a condition of receiving the grant funds, Recipient agrees to participate in a publicity event with Smithfield representatives at Recipient’s community headquarters or such other location reasonably requested by Smithfield to announce and promote the grant award. Smithfield may request Recipient to participate in other publicity and promotional activities. Recipient authorizes Smithfield to use its name, logo, member names and quotes, and any photographs and video footage of organization and members to promote the Farmer John California Kindness Project, the grant, and/or the Farmer John brand, including, without limitation, on websites, social media, press releases, point-of-sale material and promotional videos.

**Right to Modify or Revoke.** Smithfield reserves the right to modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in Smithfield's sole discretion, such action is necessary: (1) because Recipient has not complied with these Terms and Conditions; (2) to protect the purpose and objectives of the Farmer John California Kindness Project; (3) because Recipient provided false, inaccurate, or misleading information in the grant application, (4) because Recipient used or intends to use the grant funds for an unauthorized purpose; (5) because Recipient fails to cooperate with Smithfield in publicity and promotional activities related to the Farmer John California Kindness Project; or (6) to comply with the requirements of any law, rules, or regulation applicable to Recipient, the Farmer John California Kindness Project, or the grant awarded under these Terms and Conditions.

**No Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SMITHFIELD SHALL HAVE NO OBLIGATIONS OR LIABILITY WHATSOEVER AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO RECIPIENT OR ANY OTHER PARTY AS A RESULT OF THE GRANT AWARD OR THE USE THEREOF. ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE GRANT AWARD, THE USE OF THE GRANT FUNDS, AND/OR THE OPERATIONS OF RECIPIENT'S COMMUNITY SUPPORT EFFORTS SHALL BE THE SOLE RESPONSIBILITY OF RECIPIENT, AND RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS SMITHFIELD AND ITS PARENT, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM AND AGAINST ANY SUCH LIABILITY.

**No Assignment.** The grant award is personal to Recipient. Recipient may not assign or otherwise transfer its rights or delegate its obligations under these Terms and Conditions without prior written approval from Smithfield.

**Relationship of the Parties.** These Terms and Conditions and the grant award do not constitute or create and shall not be construed to constitute or create a partnership, joint venture, franchise, or agency relationship between Smithfield and Recipient. Except as expressly provided in these Terms and Conditions, the parties have no right or authority to obligate or bind the other party in any manner whatsoever.

**Governing Law.** These Terms and Conditions shall be governed by the laws of the Commonwealth of Virginia, exclusive of its conflicts of law rules. The federal courts serving Norfolk, Virginia shall have exclusive jurisdiction over all disputes arising under these Terms and Conditions. Smithfield and Applicant each hereby submit to the personal jurisdiction and venue of such courts.

**Entire Agreement.** These Terms and Conditions, together with the grant application, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter.

**ACCEPTED AND AGREED TO BY:**

**Recipient**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_

**Smithfield Packaged Meats Sales Corp.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Fiscal Sponsor (if applicable)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_