



AGREEMENT FOR PARTICIPATION IN THE 2017 SUBARU 50 CARS FOR 50 YEARS VEHICLE DONATION PROGRAM

This **Agreement** effective as of June 22, 2017 (“Effective Date”) contains the terms and conditions agreed to and accepted by the undersigned Senior Nutrition Program (“Recipient”) for participation in the 2017 Subaru 50 Cars For 50 Years Vehicle Donation Program (“Program”) administered by Meals on Wheels America (“Association”).

PROGRAM PURPOSES

Subaru of America is proudly celebrating its 50th anniversary by **donating fifty (50) 2018 Subaru Outbacks to Meals on Wheels programs**. As a result of the information contained in its responses to the Application issued by the Association on June 22, 2017 (“Application”), Recipient has been selected to receive a Subaru vehicle (“Vehicle” or “Vehicle Award”) to be used to support organizational efforts to build capacity, enhance the volunteer experience and ensure that seniors are receiving the daily visit they so deserve.

PROGRAM AWARD TERMS AND CONDITIONS

Recipient hereby accepts and agrees to the Vehicle Award in the manner specified by the Association and for the specific purposes approved by the Association (all obligations of Recipient hereunder shall be referred to as the “Project”), and further, accepts and agrees to, and where applicable, certifies that it meets, the following terms and conditions:

- A. A Vehicle Award will only be made to Recipients who agree to use the Vehicle in a manner consistent with, and only for the purposes described in, the Application, Recipient’s response to the Application as submitted to, and approved by, the Association and in this Agreement. The Vehicle shall be primarily used for delivery of meals to Meals on Wheels clients by Recipient staff and/or volunteers. Vehicle may not be sold, retitled, or otherwise transferred to any other person or entity during the Term of this Agreement. Vehicle may not be encumbered with any liens during the Term of this Agreement, and Recipient may not take any other actions that would interfere with, modify, undermine or otherwise affect the ability of Vehicle to be used for the purposes herein stated.
- B. Recipient understands and accepts that Vehicle will be awarded by Association, subject to approval by Subaru of America, based on the review of the Application submitted by Recipient and other factors outlined in the Application. A cash award may not be substituted for the Vehicle Award.

- C. Vehicle will not be distributed to Recipient until Recipient has accepted this Agreement.
- D. Vehicle will be delivered to Recipient's nearest Subaru Retailer or Regional Zone Office. All Vehicles will be delivered by Jan 1, 2018, with Vehicle delivery beginning in September 2017.
- E. As an eligibility condition to receive the Vehicle Award, Recipient shall either: (i) adopt and license the Meals on Wheels Brand [as provided here](#), or; (ii) download and display the 2017 Member Badge on its website and/or social media pages [located here](#). Recipient shall provide evidence of such Brand adoption/usage upon request of Association.
- F. As an eligibility condition to receive the Vehicle Award, Recipient shall submit to Association the zip codes in which it provides services for use in Find-a-Meal and other purposes.
- G. Recipient agrees to accept the branding (“Wrap”) on the Vehicle representing Subaru of America and Association. No other names, insignias, or logos may be added to the Vehicle Wrap. Wrap designs and any re-wrap designs will be provided by Subaru of America.
- H. Recipient shall be responsible for the payment of all taxes, titling, registration, delivery and licensing fees.
- I. Recipient shall comply with all Vehicle registration and insurance laws and regulations in accordance with state requirements. Recipient agrees to maintain insurance on the Vehicle for all periods in which the Vehicle is in service.
- J. Recipient is responsible for regular service and maintenance of Vehicle in accordance to the manufacturer’s recommendation (gas, oil, tire pressure, etc.). Service and repair at an authorized Subaru Retailer is strongly encouraged.
- K. Any repairs necessary due to damage or excessive wear and tear are the responsibility of the Recipient.
- L. Recipient shall at all times during the Term of this Agreement (see below) be a dues-paying Member Organization of the Association in good standing. At a minimum, Recipient must maintain their Membership with Meals on Wheels America for three (3) consecutive years following receipt of Vehicle.
- M. Recipient shall attend the 2017 Meals on Wheels Annual Conference and Expo and participate in a Subaru Storytelling Ideation Session to be jointly facilitated by Subaru of America and Meals on Wheels America. No funding will be provided by Meals on Wheels America or Subaru of America, and the responsibility to send a

representative to the Annual Conference is solely on the Recipient. Recipient shall receive the early-bird registration rate of \$475.00.

- N. Recipient shall provide its logo and a minimum of twelve (12) stories, including photos and/or videos from Recipient leadership, volunteers, and/or seniors (a minimum of one story required from each audience) sharing impact of the donated Vehicle. Recipient is required to submit a minimum of one (1) story per quarter (approximately every three (3) months, for three (3) years after donation receipt). Content and visual assets will be submitted via Subaru.com/lovepromise. (Please note - stories can take on a variety of forms, including a short blurb from the program, alongside specific quotes and photos from individuals. More details on story requirements can be found in the Meals on Wheels America Online Grants Management System.) Additional stories submitted each quarter or after the three (3) year period, are welcome and encouraged.
- O. Recipient shall provide detailed reporting on estimated quantified impact of donated Vehicle (e.g., meals delivered, seniors served, volunteers recruited, etc.). Data will be submitted in initial Application and in twelve (12) Quarterly Reports, to be submitted approximately every three (3) months for the next three (3) years, following receipt of the Vehicle. The Quarterly Reports must be submitted through Meals on Wheels America's Online Grants Management System.
- P. Recipient agrees to submit this executed Agreement and the Quarterly Reports required hereunder by filing on Association's Online Grants Management System or by such other means as approved by the Association. All questions regarding this Vehicle Donation Program shall be submitted to grants@mealsonwheelsamerica.org. The Association grants a license to Recipient for the use of the Association's Online Grants Management System solely for the purposes of compliance with this Agreement. Recipient certifies its compliance with the terms and conditions applicable to the use of the Online Grant Management System.
- Q. In addition, Recipient agrees to participate in the following communications activities as a result of being selected by the Association to receive the Vehicle Award:
 - 1) Recipient shall coordinate and distribute one (1) press release, using a template provided by the Association, to inform Recipient's community about the Vehicle Award from Subaru of America. The press release must be sent to a minimum of three (3) local media outlets within three (3) months of receipt of Vehicle.
 - 2) Recipient will host an event to symbolically present and transfer the Vehicle to Recipient (the "Vehicle Donation Event"), on a date to be determined (barring any issues with the Vehicle purchase and delivery), with representatives of Subaru of America, the Recipient's local Subaru Retailer and the Association to thank Subaru of America and the local

Subaru Retailer for their generosity. Recipient shall be responsible for coordinating and managing all aspects of the Vehicle Donation Event, including but not limited to making and distributing invitations, coordinating media relations, and providing staging, security, sound systems and related materials for the event. Vehicle Donation Event must be held within three (3) months of receipt of Vehicle.

- 3) Recipient will distribute one (1) media alert to a minimum of three (3) local media outlets, using a template provided by the Association, to announce and invite press to attend the Vehicle Donation Event. Media alert must be distributed within three (3) months of receipt of Vehicle.
- 4) Recipient will post information about the Vehicle Award, and/or Vehicle Donation Event, on all active organizational social media accounts approximately every three (3) months, for the next three (3) years:
 - a) A minimum of twelve (12) Facebook posts;
 - b) A minimum of twelve (12) original Tweets (not including re-tweets) on Twitter;
 - c) A minimum of twelve (12) Instagram posts.

Additional social media posts submitted each quarter or after the three (3) year period are welcome and encouraged.

- R. Recipients shall use best efforts to provide Association with quotes and photos from the Vehicle Donation Event and other activities involving the Vehicle. Recipients shall be solely responsible for obtaining all necessary authorizations, licenses and photography/ videography releases (“Releases”) on forms approved by Association and Subaru of America from persons and businesses in all photographs, videographs, recordings, quotes, stories, reports and other materials submitted to Association and/or Subaru of America by Recipient (“Content”). Such Releases shall enable Subaru of America, Association and Recipient to use such Content in any medium for publicity, promotion, advertising and marketing purposes without any payment or consent during the Term and in perpetuity thereafter (see Representations of Recipient Section below). Recipient agrees to make such Releases available to Association upon request. This Section shall survive the term of this Agreement. A template photography/videography release form can be found on the Online Grants Management System.
- S. All Content submitted to Association shall become the property of the Association, and because information relating to Recipient’s Project may be made public, the Association requires that the narrative portions of Recipient’s Quarterly Reports be drafted without confidential information. The Association reserves the right to seek supplemental information for any Report.
- T. The decision to award a Vehicle to Recipient, is that of the Association and is final and uncontestable. Specific requests for types of Vehicles or options are not permissible.
- U. Recipient shall meet deadlines as provided for herein.

SATISFACTORY PERFORMANCE AND VIOLATION OF TERMS OR CONDITIONS

The awarding of a Vehicle by the Association is contingent on the adherence by Recipient to the terms and conditions contained in this Agreement. The Association reserves the right to seek recovery of Vehicle and/or terminate the participation of a Recipient in the Program (and to seek costs associated with such Vehicle recovery) if, in the Association's sole discretion, Recipient fails to:

- A. Satisfactorily or consistently perform its obligations under this Agreement, Vehicle Award or the Application, including but not limited to failing to maintain the Vehicle, meet deadlines or provide sufficient reports when due;
- B. Adhere to the terms and conditions contained in this Agreement;
- C. Use the Vehicle in a manner consistent with this Agreement, the Project or for the purposes approved by the Association;
- D. Uphold the ethical standards applicable to Meals on Wheels Member programs generally; or,
- E. Cure a breach of such terms or conditions in a reasonable time following notice by the Association.

If any of these circumstances arise or come to the attention of the Association following the donation of the Vehicle, Recipient agrees to return the Vehicle to the Association upon request. If Recipient fails to return the Vehicle to the Association as may be requested by the Association, the Association shall seek to recover the Vehicle through all means available to it. This Section shall survive the termination of this Agreement.

AGREEMENT TERM AND TERMINATION

The term of this Agreement and the Vehicle Award hereunder shall begin on the Effective Date specified above and end when the activities associated with Recipient's obligations hereunder are completed, but no later than 12/31/2020 (subject to submission of the Final Quarterly Report and final approval by Association) unless extended by the Association or sooner terminated for reasons as provided for herein. If Recipient terminates its participation in the Vehicle Donation Program prematurely, then the Vehicle shall be returned to the Association within thirty (30) days of Recipient's termination.

USE OF VEHICLE

Recipient shall use the Vehicle only for the purposes set forth in this Agreement or the Application. The Recipient agrees not to use Vehicle for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, as amended (“Code”);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code. Payments of salaries, other compensation, or expense reimbursement to employees of the Recipient within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- D. To provide a grant to any other organization without prior written approval of the Association; or
- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

IDENTIFICATION OF GRANT MANAGER; MONITORING AND NOTIFICATIONS OF CHANGES

If required by Association, Recipient shall identify a Grant Manager for the Project and submit all contact information for that Grant Manager to the Association through its Online Grants Management System or to grants@mealsonwheelsamerica.org. Activities and results will be monitored through regular contacts between the Grant Manager and the Association. Recipient shall notify the Association of any changes that may affect the Vehicle Award or the Project, including changes in Grant Manager, other staffing or Project plan changes, through email at grants@mealsonwheelsamerica.org.

FINANCIAL AND MAINTENANCE RECORDS

Recipient agrees to maintain all maintenance records and financial records of expenditures related to repairs and service of the Vehicle for a period not less than one year following the Term and respond to inquiries and/or provide an accounting of the maintenance of the Vehicle if requested by the Association. This Section shall survive the term of this Agreement.

PUBLIC DISCLOSURE, PUBLIC PRESENTATION AND MATERIALS

Recipient hereby permits the Association to disclose Recipient's name, Vehicle Award or Quarterly Reports in public communications without advance notification to Recipient. Recipient agrees that any public announcement regarding the Vehicle Award, or any use of the Association's or Subaru of America's name in a press release or related disclosure by Recipient shall be approved by the Association in advance. Association may ask selected Recipients to make a public presentation about its use of its Program Vehicle Award separate from the requirements imposed herein. Because information relating to Recipient's Project may be made public, the Association requires that the narrative portions of Recipient's Reports be drafted without confidential information. Further, if applicable, Recipient on behalf of the Association and Subaru of America shall obtain valid photography/videography releases from any individuals appearing in any photographs or videos submitted to the Association (see Representations of Recipient below). This Section shall survive the term of this Agreement.

INDEMNIFICATION

Recipient shall indemnify, defend and hold Association and Subaru of America and their respective local Subaru Retailers, subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, claims, costs, liability, actions, duties, obligations, or expenses (including, without limitation, attorneys', consultants', and expert witness fees) arising out of or related to Recipient's default or breach of this Agreement, or the negligence or misconduct of Recipient relating to or resulting from the use of the Vehicle provided as a result of the Vehicle Award, or the Vehicle Donation Event. This Section shall survive the term of this Agreement.

REPRESENTATIONS OF RECIPIENT

Recipient hereby represents and warrants that it has received signed release(s) and waiver(s) and necessary permissions from any persons or organizations mentioned or pictured in all Content (defined above) submitted to Association, and represent further, that those pictured or mentioned in such Content understand that such Content may be republished in any form or medium, including, without limitation, websites and social media platforms, in perpetuity without notification, and that they will receive no compensation for the use of their image, statements, photograph(s) and/or videograph(s) in such Content.

Recipient also represents and warrants that Recipient is a General Dues-Paying Member of Meals on Wheels America in good standing and that the individual executing this Agreement has authority to execute this Agreement on behalf of the Recipient. This Section shall survive the term of this Agreement.

MODIFICATIONS TO THIS AGREEMENT

The Association reserves the right to modify and amend this Agreement and terms and conditions at any time. The Association will seek, but is not required, to notify Recipient of any amendments to this Agreement; Recipient agrees that it is Recipient's obligation to access and review the terms and conditions contained in this Agreement that may be in affect at any given time.

SAVINGS CLAUSE, INDEPENDENT ACTIONS AND INTELLECTUAL PROPERTY

Any other requirements imposed on Recipient specified in the Application or in communications from the Association are hereby incorporated by reference in this Agreement. Any Project activities undertaken by the Recipient shall be considered to be done on an independent basis and the Association shall assume no responsibility and liability whatsoever for such activities. All intellectual property, including but not limited to this Agreement, the Application, and the Online Grants Management System, as well as any new processes, data, publications or findings created or derived as a result of this Vehicle Award, is or shall become the property of the Association, and cannot be sold or otherwise used for pecuniary gain by Recipient without the advance written consent of the Association. All uses of the Association's name and logo shall be subject to prior approval of the Association, shall be undertaken in a manner consistent with the guidelines or directions of the Association, and shall inure to the benefit of the Association.

The individual executing this Agreement shall be, or shall act on behalf of, the Executive Director, President or CEO of Recipient Senior Nutrition Program. The Recipient organization shall be bound to this Agreement and all of the terms and conditions for the Program and the Vehicle Award as contained herein as of the Effective Date.