



**ARIZONA DIAMONDBACKS FOUNDATION  
PLAY BALL FUND  
GRANT AWARD ACKNOWLEDGEMENT AND AGREEMENT**

Whereas, Summer Ball Program (“Grantee”) was nominated to receive a grant from the Arizona Diamondbacks Foundation (“Foundation”) in connection with the Arizona Diamondbacks Foundation Play Ball Fund (“Program”);

Whereas, as stated in the Program’s Official Rules, Grantee represented that, if awarded a grant, Grantee will comply with all grant requirements, including using grant funds only for the purposes described in the nomination (“Submission”), a copy of which was given to Grantee; and

Whereas, Grantee has been selected to receive a grant from the Foundation based on the foregoing.

GRANTEE hereby acknowledges and agrees to the terms of this Grant Award Acknowledgement and Agreement (“Agreement”) as follows:

1. **Grant Funds.** Upon the Foundation’s receipt of Grantee’s signed Agreement, Grantee shall receive a check in the amount of \$1,000.00 (the “Grant Funds”) from the Foundation. Grantee’s failure to return a signed Agreement to the Foundation by the deadline listed below shall result in a forfeit of the Grant Funds.
2. **Use of Grant Funds.** Grantee agrees to use the Grant Funds only for the purposes awarded, as described in the Submission. Any deviation from the intended use must be approved in advance, in writing, by an authorized representative of the Foundation. Failure by the Grantee to use the Grant Funds for the purpose(s) awarded, or to obtain the required consent prior to any deviation, shall be an actionable breach of this Agreement.
3. **Final Report.** Upon completion of the project for which Grant Funds were awarded, Grantee agrees to provide the Foundation with a **one (1) page final report** describing: (i) Grantee’s progress towards the goals stated in the Submission; and (ii) an accounting of Grant Funds expended against such goals.
4. **Taxes.** Grantee shall be responsible for any taxes or other fees imposed by any governmental entity in connection with the receipt of this award by Grantee. Grantee shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any and all claims related to Grantee’s failure to pay any such taxes, as well as against any claims arising from or in connection with the use of the Grant Funds by Grantee.
5. **Image Release.** Grantee gives permission to the Foundation, AZPB Limited Partnership (*dba* “Arizona Diamondbacks”), the other MLB Entities (as defined in the Official Rules), Western Refining Southwest, Inc. (“Western Refining”), and JPMorgan Chase & Co. (“Chase”) to use Grantee’s tradename(s) and trademark(s) in connection with announcements and/or press releases regarding the grant and the receipt and use of the grant by Grantee, and to take, use, reproduce and publish any and all photographs and videotapes which may be taken

of Grantee and Grantee's use of the Grant Funds in connection with the grant, whether such photographs or videotapes are flattering or unflattering, for any purpose whatsoever, without compensation to Grantee. Grantee also acknowledges that the Foundation and Arizona Diamondbacks will own any and all rights in such photographs and/or videotapes (collectively, "Materials") in perpetuity and that Grantee waives, as to the Foundation, Arizona Diamondbacks, Western Refining, Chase, and their respective successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation Grantee's and its employees', players', members', and representatives' names, likenesses, biographical materials, voices, accounts, and descriptions in advertising and promotions throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown. Grantee shall use reasonable efforts to obtain any additional written consent needed to secure the permission rights granted herein.

6. **Release of Liability.** Grantee agrees to release, discharge, and hold harmless the Foundation, Arizona Diamondbacks, Western Refining, Chase, the MLB Entities, any participating sponsor, and each of their respective partners, officers, directors, employees, agents, and representatives from any claim, damages, or liability (including, without limitation, claims based on property damage, personal injury and/or death, publicity rights, defamation or invasion of privacy) arising from or related to the Program, the submission or use of any Submission, and the use of any Grant Funds.

7. **Official Rules.** Grantee acknowledges and agrees that in addition to this Agreement, it has read, understood, and agrees to the terms and conditions set forth in the Program's Official Rules, and shall be bound by such Official Rules at all times.

IN WITNESS WHEREOF, Grantee hereby agrees to the terms of this Agreement as of the date set forth below.

**Summer Ball Program**

Tax ID Number: 86-6000247

By: [Signature]

Name: Kevin R. Phelps

Title: City Manager

Date: 9/13/16

Please return signed copy by **September 14<sup>th</sup>, 2016** to:

Arizona Diamondbacks Foundation  
Attn: Play Ball Fund  
401 E. Jefferson Street  
Phoenix, AZ 85004

Approved as to form

[Signature]  
City Attorney

ATTEST:

[Signature]  
City Clerk