



December 14, 2022

## 2023 AAA Child Passenger Safety (CPS) Donation Program

Dear DHHS, Maternal Child Adolescent Health, Child Passenger Safety Program,

AAA Northern California, Nevada & Utah (“AAA”), is pleased to offer DHHS, Maternal Child Adolescent Health, Child Passenger Safety Program (“Grantee”) a financial donation (the “Financial Grant”) as set forth in this Donation Summary. To accept AAA’s offer, you must first agree to use the Financial Grant in accordance with the Program Terms attached hereto. Please review and sign the attached Program Terms and return via email on or before February 17, 2023.

### Donation Summary

Donation Recipient (“Grantee”):	DHHS, Maternal Child Adolescent Health, Child Passenger Safety Program 908 7th Street Eureka, CA 95501, CA 95501
Value Amount of Donation:	\$0 for Car Seats/Booster Seats \$4,000 for Car Seat Checkup Event(s)
Distribution Purpose:	To be distributed in accordance with the Program Terms for the 2023 AAA Child Passenger Safety (CPS) Donation Program.

For additional questions about the donation program, please contact [CommunityImpact@norcal.aaa.com](mailto:CommunityImpact@norcal.aaa.com).

Sincerely,

Casey Brennan  
Senior Director, Social Impact + Sustainability (ESG)



## 2023 AAA Child Passenger Safety (CPS) Donation Program

### Program Terms

These Program Terms govern the 2023 AAA Child Passenger Safety (CPS) Donation Program (“Program”) and the receipt by Grantee of the Financial Grant described in the Donation Summary. The Program provides a financial contribution to eligible nonprofits and community groups (each, a “Grantee”) located in Alaska, Arizona, Montana, Northern California, Nevada, Utah and Wyoming. The Financial Grant must be used in 2023 for purchase of car seats and/or for car seat checkup event(s). In consideration of the donation of the Financial Grant, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantee hereby agrees to comply with the following Program Terms.

### Program Eligibility:

- Grantee is a 501(c)(3) charitable organization, 509(a) public charity/private foundation, or a public service agency (e.g., fire department, municipality, local health department, public school, etc.).
- Grantee has an active child passenger safety program that provides the public with free car seat inspections by nationally certified Child Passenger Safety Technicians (CPSTs)
- Grantee is headquartered in and serves the communities within one or more of the following states: Alaska, Arizona, Montana, Northern California, Nevada, Utah or Wyoming.
- Grantee’s CPS program must benefit underserved families that are otherwise unable to afford to purchase a child safety seat.

**Donation Guidelines:** The following guidelines detail AAA’s expectations of Grantee in relation to this Program. Failure to do so may disqualify Grantee from participation in future Programs.

- Grantee agrees to distribute all car seats free of charge to eligible families by December 31, 2023. Every car seat donated must also include a car seat inspection to be conducted at the time of the donation.
- Grantee agrees to donate only one car seat per child, and only distribute the car seat if the child or pregnant caregiver is present. (However, multiple car seats may be donated to the same family with multiple children, as long as all children who would utilize the car seats are present at the time of donation). Grantee agrees to have a nationally certified Child Passenger Safety Technician conduct a car seat inspection with the recipients of any car seat.
- Grantee agrees to distribute the AAA educational brochure (“Brochure”) along with each donated car seat as supplemental educational information.
- When Grantee distributes car seats and/or hosts a checkup event as a result of Financial Grant, Grantee shall submit a report to AAA via Benevity Grants.
  - Upon signing of Program Terms, Benevity Grants will send report links\* to Primary Contact on application via Benevity Grants on the following schedule:



Reporting Period	Report Link Sent (+ / - 1-2 days)	Report Due
January-March	March 15, 2023	April 10, 2023
April	April 15, 2023	May 10, 2023
May	May 15, 2023	June 10, 2023
June	June 15, 2023	July 10, 2023
July	July 15, 2023	August 10, 2023
August	August 15, 2023	September 10, 2023
September	September 15, 2023	October 10, 2023
October	October 15, 2023	November 10, 2023
November	November 15, 2023	December 10, 2023
December	December 15, 2023	January 10, 2024

*\*Note: Grantee does not need to submit a monthly report if Grantee did not distribute car seats and/or host a checkup event as a result of Financial Grant in the reporting period.*

### **Grant of Rights and Other Obligations**

- Grantee hereby grants AAA a non-exclusive, royalty-free, sub-licensable right and license to use the Grantee name, logo and tagline (collectively, the “Grantee Trademarks”) and any beneficiary story or anecdote shared by Grantee to AAA (i) in any and all media whether now existing or hereinafter invented, including, without limitation, AAA’s website, social media, press releases, annual reports, advertising, marketing and promotion materials in connection with the Program and (ii) to identify Grantee as a participant in the Program. All uses of the Grantee Trademarks during will be approved by Grantee prior to printing, distribution or promotion. Grantee will be given three (3) days to review and approve use of the Grantee Trademarks, such approval not to be unreasonably withheld or delayed.
- Optional: Should Grantee want to partner more directly with AAA for a Child Passenger Safety checkup event in 2023, please notify AAA at least 45 days in advance, and submit event details via link below. Events are evaluated on a case-by-case basis.  
[https://docs.google.com/forms/d/e/1FAIpQLScv15aYg5yU57mFyto0c5h6MXkcdbLve8ON0RugjFy6dHRKOW/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLScv15aYg5yU57mFyto0c5h6MXkcdbLve8ON0RugjFy6dHRKOW/viewform?usp=sf_link).

### **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY**

- Grantee represents and warrants that: (i) Grantee exclusively owns all rights in and to the Grantee Trademarks and personal story and has the right to license them as described herein, (ii) AAA’s use of the Trademarks and personal story in accordance with these Program Terms will in no way infringe upon the rights of any third party and (ii) Grantee is in compliance with all applicable laws, rules and regulations, including, without limitation, those requiring the registration, reporting or licensing of charitable organizations, charitable sales promotion or other similar requirements relating to the subject matter of



these Program Terms. Each party represents and warrants that it has the right, power, and authority to enter into these Program Terms and grant the rights and benefits herein described and satisfy the obligations hereunder.

- Grantee agrees to indemnify, defend and hold harmless AAA from any loss, cost, damage or expense to the extent arising out of or relating to Grantee’s breach of these Program Terms or the foregoing representations and warranties.

**GENERAL**

Nothing set forth herein shall be interpreted to deem Grantee and AAA as agents of one another or to establish a partnership or joint venture. This Agreement shall be governed by, and construed under, the laws of the State of California without reference to conflicts of law principles that would result in the application of the laws of a State other than California. These Program Terms and Donation Summary represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision can be waived, only by written agreement by the parties hereto.

**DHHS, Maternal Child Adolescent Health,  
Child Passenger Safety Program**

**AAA NORTHERN CALIFORNIA,  
NEVADA & UTAH**

*Holly Baker*

*Casey Brennan*

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Signature

\_\_\_\_\_  
Signature

Holly Baker

Casey Brennan

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Child Passenger Safety Instructor

Senior Director, Social Impact + Sustainability (ESG)

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Title

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Title

12/16/2022

12/15/2022

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Date

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Date