

**GRANT AGREEMENT
IMPACT 100 BALDWIN COUNTY**

This Grant Agreement (“Agreement”) is entered into on this _____ day of _____, 20____, between Grantor Impact 100 Baldwin County (“Impact 100”) and _____ (“Grantee”).

WITNESSETH

WHEREAS, Impact has awarded a grant to Grantee pursuant to Grantee’s grant application dated _____ (“Grant Application”); and

Whereas Grantee agrees to comply with the terms and conditions of the Grant as described herein;

NOW THEREFORE, in consideration of the Grant and other good and valuable consideration, the parties agree as follows:

I. Amount and Use of Grant Funds

- A. Grant Amount. Impact 100 will provide Grantee with a Grant in the amount of \$ _____ to be used for the purposes described in paragraph I B. The Grant may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the Grant shall be used by Grantee in furtherance of the purposes of the Grant Project.
- B. Grant Purposes. Grantee shall use the Grant only for the purposes described in the Grant Application, which is attached as Exhibit A. The name of Grantee’s described project is _____ (“Grant Project”). Grantee must obtain written approval from Impact 100 Board of Directors prior to using any portion of the Grant funds for any purpose other than described in the Grant Application.
- C. Budget. Grantee shall utilize the Grant in accordance with the budget contained in the Grant Application. No substantial changes in the budget may be made without prior written approval of the Impact 100 Board. A “substantial change” for purposes of this paragraph is any change to the amounts specified in the budget that exceeds \$5,000 in totality. Changes must be consistent with eligibility requirements of the Grant Application and not violate any terms of the Agreement.
- D. Payment of Funds. Grantee understands that the Grant funds will not be advanced in a lump sum, but will be advanced or reimbursed as they are spent on the Grant Project. Grantee shall provide all financial

documentation requested by Impact 100 that supports the expenditure or advancement of funds.

- E. Grant Period. The Grant Period shall begin on December 1, _____ and shall extend for a term of twenty-five (25) months through December 31, _____ (“Grant Period”). Grantee shall complete the Grant Project by the end of the Grant Period. Any remaining funds shall be returned to, and/or retained by, Impact 100.

II. Reporting and Record Keeping Requirements

- A. Record Keeping. Grantee agrees to maintain its books and records in such a manner that the receipts and expenditures of the grant funds shall be shown separately in an easily checked and auditable form. Grantee shall maintain financial and other records that specifically show the use of the Grant funds for at least five (5) years after the end of the Grant Period.

- B. Written Reports. Grantee agrees to submit the following reports in accordance with Impact 100 reporting requirements:

1. Quarterly Reports. Grantee must submit to Impact 100 full and complete quarterly reports in writing regarding the use of Grant funds to date (with budget indicating year-to-date project actuals) and confirmation of compliance with the terms of the grant, including information regarding the progress made towards achieving the stated use of Grant funding. Specific quarterly reporting dates will be set by Impact 100 and provided to Grantee by separate letter.
2. Final Report. Within thirty (30) days of the end of the Grant Period or the date all Grant funds have been spent, whichever comes first, Grantee must submit to Impact 100 a final report in writing detailing the use of all Grant funds received and confirmation of the compliance of the Grant, including information regarding the progress made toward achieving the stated use of Grant funds.
3. Other Reports. If requested by Impact 100, Grantee agrees to submit other reports or documents.

III. Return of Grant Funds to IMPACT 100

- A. End of Grant Period. Grantee shall return all unexpended Grant funds within thirty (30) days of the end of the Grant Period.

- B. Failure to Comply with this Agreement. In the event the Impact 100 Board shall determine that the Grantee has violated the terms and conditions of the Grant, including but not limited to, failing to execute the work of the Grant Project in substantial compliance with the Grant Application, Impact

100 may terminate the Grant immediately without providing Grantee with prior written notice.

- C. Written Notice. Upon written notice of termination of the Grant for any reason, Grantee agrees to immediately repay to Impact 100 any portion of the grant funds still in Grantee's possession that had not been spent in furtherance of the Grant Project prior to receipt of written notice. Written notice shall be sent to the address provided on the Grant Application by regular first class mail, hand delivery or email.

IV. Recognition of Grant and Announcements

- A. Publicity by Impact 100. Impact 100 shall have the right to announce or reference the Grant and the Grant purposes on its website, in press releases, publications, audio and video recordings, advertisements, social media postings and other forms of internal and external communications.
- B. Recognition by Grantee. Grantee agrees to acknowledge and credit Impact 100 as a supporter of the Grant Project in news releases, published materials, public gatherings, web site or social media postings, media reports or other forms of internal and external communications.

V. Miscellaneous

- A. Indemnification. Grantee shall hold harmless Impact 100 from all damages, claims, costs or expenses relating to actions relating to or pertaining to this Agreement.
- B. Certification. Grantee certifies that it is an organization that is exempt from tax under section 501(c)(3) of the Internal Revenue Code. Grantee agrees to inform Impact 100 immediately in writing if (1) there is any change in its tax-exempt status, or (2) there is any reason to believe that its tax-exempt status is revoked or in jeopardy before Grant funds have been spent by the Grantee. If for any reason the tax exempt status of the Grantee is revoked, the Grantee hereby agrees to return all previously advanced but unspent Grant funds to Impact 100 and Grantee shall not be entitled to receive any other funds pursuant to this Agreement.
- C. Entire Understanding. This Agreement sets forth the terms and conditions of the Grant and supersedes all agreements of understandings, written or oral, made prior to the execution of this Agreement.
- D. Amendment. Any modifications or amendments to the Grant shall be made in writing signed by the President or Treasurer of Impact 100 and an authorized officer of Grantee.

E. Paragraph Headings. The paragraph headings contained in this Agreement are included solely for the convenience of reference of the parties and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

F. Solicitation Waiting Period. Grantee shall not be permitted to apply to Impact 100 until the second year following the year of Grantee's award.

G. Applicable Law. This Agreement is to be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, Impact 100 Baldwin County and _____
_____ have caused this Grant Agreement to be executed, effective as of the month, day and year first written above.

Impact 100 Baldwin County

By: _____

Printed Name: _____

Title: _____

Grantee: _____

By: _____

Printed Name: _____

Title: _____