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**Hillsborough Garden Club Grant Agreement**

This Grant Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the Hillsborough Garden Club, a 501(c)(3) non-profit organization (“HGC”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”).

WITNESSETH

WHEREAS, HGC 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 the Grant Funds**

A. Grant Amount. HGC will provide Grantee with a grant in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be used for the purposes described in paragraph 1B herein (“Grant”). Grant funds may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the grant funds shall be used by Grantee to support the purposes of the grant.

B. Grant Purposes. Grantee shall use the Grant only for the purposes described in the Grant Application, which is incorporated herein by reference (“Grant Project”). Grantee must obtain written approval from HGC prior to using any portion of the grant funds for any purpose other than described in the Grant Application.

C. Budget. Grantee has provided HGC with a budget for the Grant program, which is attached to the Grant Application as Grant Application – Project Budget. The Grant funds are restricted to fund only the Grant program as described in the Grant Application and summarized above in 1B.

D. Grant Period. The grant period shall be for a term of \_\_\_\_ month(s)(“Grant Period”) but in no event greater than 12 months from the date of Grantee’s receipt of the first installment of the grant. Grantee shall complete the purposes of the grant by the end of the Grant Period.

E. Grant Payment. Provided Grantee is in compliance with the terms of this Agreement and the Grant Application, HGC will pay the grant funds for the Grant Project in \_\_\_\_\_\_\_ installments as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Installment payments may be denied or withheld, temporarily or permanently, in the event of delays in completing the purposes of the Grant as described in paragraph 1B herein and/or a breach of any of the terms of this Agreement or the Grant Application by Grantee.

**II. Reporting and Record Keeping Requirements**

A. Record Keeping. Grantee shall maintain financial and other records that specifically show the use of the Grant exclusively for the purposes of the Grant. Grantee shall maintain such records for at least three (3) years after the end of the Grant Period. HGC shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to three (3) years after the end of the Grant Period, Grantee’s records relating to the expenditure of the Grant.

B. Written Reports. The Grantee shall submit written reports (described below) relating to the expenditure of the Grant and the progress of the Grant purposes. Written reports should be sent to: [insert information]. Grantee shall submit to HGC in writing the following reports:

1. Progress Report. On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (dates), Grantee shall submit a brief, written progress report regarding the use of the Grant, compliance with the terms of this Agreement, and the progress made toward achieving the purposes of the Grant. Grantee shall also make its personnel available at the reasonable request of HGC to discuss expenditures, records, and the progress of the Grant Project. If the interim reports are not received by HGC on the dates specified, or are not approved by HGC as provided herein, HGC may, in its sole discretion, withhold further Grant payments until the outstanding report is received and approved.

2. Final Report. Grantee shall submit to HGC a final written report detailing the use of the Grant and describing the progress made toward the purposes of the Grant within thirty (30) days after the expiration of the term of the Grant. The final report may include photos, videos, or other documentation.

C. Notice Requirements. Grantee shall notify HGC immediately if there is a change in the Grantee’s tax-exempt status or ability to use the Grant funds for the stated purpose of the Grant, or if the Grant Project is cancelled or delayed. Grantee will advise HGC immediately of any significant change in the Grantee’s governance, programs or services that may impact the Grant Project or any changes in any professional or key personnel identified in the Grant Application.

**III. Return of Grant Funds to HGC**

A. End of Grant Period. Grantee shall return all Grant funds that have not been expended for the Grant’s purposes within fifteen (15) days after the end of the Grant Period.

B. Failure to Comply to this Agreement. In the event HGC determines that the Grantee has failed to comply with the terms of this Agreement (including, but not limited to, the incorporated Grant Application) or if the Grantee’s tax-exempt status is revoked by the Internal Revenue Service (“Default”), Grantee, upon receipt of written notice from HGC of said Default, shall immediately return all unexpended Grant funds as of the date of the Default, to HGC and HGC may, among other legal remedies available, terminate this Agreement.

**IV. Waiver, Release, and Indemnification by Grantee**

Grantee, on behalf of itself and its directors, officers, agents, employees, volunteers, representatives, and assigns hereby:

Releases, waives, discharges, and covenants not to sue HGC, or its current or past directors, officers, agents, employees, members, volunteers, representatives, and assigns (collectively referred to as “Releasees”) from any and all liability to Grantee or any other person or entity for any loss or damage and any claims or demands on account of any injury (including death) or damage of any kind whatsoever as a result of, arising from, related to, or in connection with Grant (including but not limited to its acceptance, use, attempted use, or non-use) and/or the Grant Project.

Agrees to indemnify, save, and hold harmless the Releasees from any injury (including death), loss, liability, damage, costs (including, but not limited to, reasonable attorneys’ fees, costs of any actual or threatened suit, action, complaint, or settlement, and any direct, consequential, special, incidental, punitive, or indirect damages of any kind) as a result of, arising from, related to, or in connection with the Grant (including but not limited to its acceptance, use, attempted use, or non-use) and/or the Grant Project.

**V. Miscellaneous**

A. No Partnership. Nothing contained in this Agreement shall be construed in any manner to create any relationship between HGC and Grantee other than the relationship of grantor and grantee. HGC and Grantee shall not be considered partners or co-venturers for any purpose on account of this Agreement.

B. Oral and Written Communications. Both parties agree to announce the Grant in oral and written communications.

1. Grantee consents to the announcement of the Grant by HGC on its website, in press releases, publications, audio and video recordings, advertisements, social media posts, and all other forms of internal and external communications (“Communications”).

2. Grantee shall recognize the Grant, when appropriate, in any Communications produced regarding the Grant Project by including the following statement: “Funding for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was provided by the Hillsborough Garden Club” and shall provide HGC with a copy of any such Communications.

3. Grantee shall include or announce, as appropriate, the following disclaimer in communications regarding the Grant Project: “The views expressed herein do not necessarily represent those of the Hillsborough Garden Club”.

C. Amendment. This Agreement may not be modified or amended except by a written instrument signed by both parties.

D. Entire Understanding. This Agreement, including the incorporated Grant Application, contain the entire understanding of the parties and supersede all agreements or understandings, written or oral, made prior to the execution of this Agreement.

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. Contract Ambiguity. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

G. Assignment. Neither party may assign this Agreement or any of its rights, benefits, interests, or obligations hereunder to any third party or entity and this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the other party and any purported assignment without such consent will be void.

H. No Waiver. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and signed by the party affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

I. Counterparts. This Agreement may be executed in counterparts, with each counterpart deemed the original document and with all counterparts deemed to be one and the same instrument.

J. Execution of Agreement. Grantee shall execute and return this Agreement to HGC as part of its Grant Application.

K. Notice. All notices required or permitted hereunder shall be in writing and sent postage prepaid to the party’s responsible officer. Any such notice will be effective upon receipt. Any party may change its responsible officer or its address by written notice to the other party.

L. Laws of Governance. This Agreement is to be governed by and construed under the laws of the State of North Carolina. All actions or proceedings relating, directly or indirectly, to this Agreement, the Grant Application, Grant, or Grant Project shall be litigated only in courts located within the County of Durham, State of North Carolina.

IN WITNESS WHEREOF, HGC and Grantee have caused this Agreement to be executed, effective as of the day and year first written above.

**Hillsborough Garden Club Grantee:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_