

**GRANT AGREEMENT
FOR PUBLIC CHARITIES**

DATED this _____ day of _____, 20--.

BETWEEN The A.D. Henderson Foundation, Inc., a Delaware nonprofit corporation having its principal office at Post Office Box 14096, Fort Lauderdale, Florida 33302-4096 (the Grantor).

AND KEYBOARD(Name of Grantee)
KEYBOARD(Street Address)
KEYBOARD(City, State, Zip) (the Grantee)

Based on the information contained in Grantee's Grant Application and Certification to Grantor dated KEYBOARD(Date Application Signed), and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. **Terms and Conditions:** Grantor will provide to Grantee, subject to the terms and conditions of this Agreement, specifically including but not limited to the documentation requirements of this paragraph 1 as well as paragraph 11 hereof, \$KEYBOARD(Amount of Grant) (the "Grant") for use exclusively for the KEYBOARD(Name of Project or Program) described in the Grant Application and Certification.
2. **Use of Grant:** Grantee will use the Grant exclusively for the purposes described in the Grant Application and Certification and will promptly return, without the necessity of a request from Grantor, any portion of the Grant not used for such purposes.
3. **No Dilution of Services:** Grantor recognizes that there may be variations in the final results of the project or program from those articulated in the Grant Application and Certification, but Grantor considers it extremely important to the potential success of the project or program that the scope of services, programs or benefits Grantee provides be the same as outlined in the Grant Application and Certification. Grantee therefore agrees that the scope and type of services, programs or benefits that Grantee will fund, in part, with the Grant will be substantially the same as outlined in the Grant Application and Certification referenced above, specifically including (without limitation) the number of participants to be served, the amount of time to be expended, the type of services to be provided, and the amount of any other funds to be raised for the project or program funded by the Grant.
4. **Change in Scope:**
 - a. **Grant Activities:** Grantee will immediately advise Grantor, in writing, if Grantee determines that the scope of services, programs or benefits (i.e., number of participants, types of activities, etc.) Grantee likely will be able to provide are substantively different from those indicated in the Grant Application and Certification referenced above. In the event Grantee so advises Grantor, Grantor will consider

a request by Grantee to revise the scope or description of the project or program funded by the Grant or the amount of the Grant. Grantor may accept or reject Grantee's variance request in its sole discretion. In the event that Grantee fails to make a variance request within the time stated by Grantor or Grantor rejects a variance request made by Grantee, Grantee will cease expenditure of those portions of the Grant funds which are not already expended or committed to third parties and will, if required by Grantor, return the balance of the Grant to Grantor, and Grantor will thereafter have no further obligation or responsibility to Grantee with respect to the Grant unless an alternative use is approved, in writing, by Grantor.

- b. **Grant Period:** Grantee will immediately advise Grantor, in writing, if the Grantee determines that Grantee will not be able to complete the stated services, programs or benefits during the period indicated in the Grant Application and Certification referenced above (the "Grant period"). In such case, the Grantee may make a request for a Grant extension of the Grant period from the Grantor. Grantor may accept or reject Grantee's extension request in its sole discretion. In the event that Grantee fails to make an extension request within the time stated by Grantor or Grantor rejects an extension request made by Grantee, the Grantee will cease expenditure of those portions of the Grant funds which are not already expended or committed to third parties, and will, if required by Grantor, return the balance of the Grant to Grantor. Grantor will thereafter have no further obligation or responsibility to Grantee with respect to the Grant unless an alternative use is approved, in writing, by Grantor.

5. **Prohibited Activities:** Grantee will not use any portion of the Grant, directly or indirectly:

- a. to carry out propaganda, or otherwise to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code),
- b. to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code), or
- c. for any purpose other than a charitable, educational, scientific or literary purpose (as such terms are defined in Section 501(c)(3) of the Internal Revenue Code) that is consistent with the basis on which Grantee was recognized as tax exempt by the Internal Revenue Service.

6. **Reporting:**

- a. No funds will be transferred or paid to Grantee if there is a due and outstanding Grantee Report that the Grantee has failed to submit to the Grantor as set forth in this Agreement or in any similar Grant Agreement between Grantor and Grantee.
- b. Grantee will submit to the Grantor, by _____ **15, 20__** for the first year; by

_____ 15, ____ for the second year; and by _____ 15, ____ for the third year: a complete and signed Grantee Report (in the format set forth in the Exhibit attached hereto), including a written financial report (as described in the attached Grantee Report). The written financial report must reconcile the total project or program budget with actual revenue and expense line items for the Grant period and explain any material variations between the original project or program budget and the actual amounts. Failure to comply with Grant Report requirements set forth in this Agreement will require Grantee, if required by Grantor, to return any portion of the Grant that are not already expended or committed to third parties.

- c. Grantee will provide such other records, information, and reports that may be required by any competent legal and fiscal authorities relating to the receipt, disbursement and use of the Grant.
- d. Grantee will cooperate fully with, and respond promptly and completely to, any relevant inquiry of Grantor or its representatives. Grantor (or its representatives) may, at its expense and upon reasonable notice to Grantee, inspect, audit, review, and/or photocopy all records of Grantee pertaining in any way to the Grant.
- e. Grantee will permit Grantor to inspect any facilities, equipment, or other assets of Grantee or to observe the programs, operations, or other activities of Grantee.

7. **Unexpended Grant Funds:** In the event Grantee has not expended (or contracted to expend) the Grant for the purposes described in the Grant Application and Certification by the end of the Grant period, the Grantee will have a grace period of forty-five (45) calendar days to either return the unexpended funds pursuant to subsection (a) hereof or request a Grant extension pursuant to subsection (b) hereof.

- a. **Return of Funds:** Grantee will, within forty-five (45) calendar days following the end date of the Grant period, return to Grantor any portion of the Grant that the Grantee has not expended (or contracted by such date to expend) for the purposes described in the Grant Application and Certification and, at the same time, submit any due and outstanding Grantee Report.
- b. **Request for Grant Extension:** Grantee will, within forty-five (45) calendar days following the end of the Grant period, advise Grantor in writing as to (i) the amount of the unexpended portion of the Grant, (ii) the specific period of extension being sought and (iii) how the unexpended portion will be used to deliver the project or program beyond the Grant period as indicated in the Grant Application and Certification. Grantor may accept or reject Grantee's extension request in its sole discretion. In the event the Grantor approves Grantee's request for a Grant extension, the Grant period and the due date of the Grantee Report will be amended in accordance with Grantor approval, and Grantee will abide by the terms and conditions as set forth in this Agreement. In the event the Grantor denies Grantee's request for a Grant extension, Grantee will, within thirty (30) calendar days of Grantor's notification of denied request for Grant extension, return to

Grantor any portion of the Grant that the Grantee has not expended (or contracted by such date to expend) and, at the same time, submit any due and outstanding Grantee Report.

8. **Non-Transferrable:** This Agreement is personal among the parties hereto and shall not be assignable by any party or transferrable by operation of law or otherwise.
9. **Truthful Representation and Performance:** Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursement or expenditure of the Grant by Grantee shall cease if any of the certifications contained in Grantee's Grant Application and Certification described above shall cease to be correct or if Grantee shall fail to perform any of the requirements of this Agreement. In such event, Grantee shall immediately return any unexpended portion of the Grant to Grantor.
10. **Repayments:** In the event Grantee is required by any provision of this Agreement to return the Grant, or any portion thereof, to Grantor, Grantee will promptly return such funds, regardless of any claimed adverse effect of such return on the programs or operations of the Grantee.
11. **Superseding Provisions:** If any law, regulation, or order now or hereafter in effect shall render any provision of this Agreement void, unenforceable or unlawful, either party may terminate this Agreement forthwith by a written notice. Immediately upon such termination, all further disbursement or expenditure of the Grant shall cease and Grantee shall return any unexpended portion of the Grant to Grantor.
12. **Documentation:** Grantee acknowledges the legal responsibilities of Grantor in making and accounting for the Grant. Accordingly, Grantee agrees, notwithstanding any other provisions of this Grant Agreement, and regardless of whether this Agreement has been executed and delivered by both parties, that no portion of the Grant shall be payable and that this Grant Agreement shall terminate and impose no further payment or other obligations on Grantor in the event that Grantee fails or is unable for any reason to provide to Grantor, within ninety (90) calendar days after _____ **(Consent Agenda or Board approval date)** (or such later date as agreed to and stated in writing from Grantor), (a) a copy of this Grant Agreement duly executed by an authorized officer of Grantee, (b) a copy of Grantee's section 501(c)(3) status determination letter from the Internal Revenue Service, if not already provided, showing that Grantee is both a section 501(c)(3) organization and classified as a "public charity" under section 509(a)(1) or 509(a)(2) of the Internal Revenue Code, or, alternatively, demonstrate to the Grantor that Grantee is a governmental body or a church eligible to receive grants from a private foundation without the exercise of "expenditure responsibility" as defined in section 4945 of the Internal Revenue Code, and (c) any other specific documentation requested in writing by Grantor at the time of this Agreement or hereafter (in which case the 90-day period shall run from the date of such request), satisfactory in form and substance to Grantor.
13. **Amendments:** This Agreement, together with the Grant Application and Certification described above, sets forth the entire understanding of the parties hereto. It may be

modified or amended only by the written agreement of both parties.

14. **Waivers:** No waiver by any party of any of the covenants, agreements or obligations herein contained shall be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party hereto to exercise any rights acquired through the default of any other party shall be construed as a waiver of, or impair such right.
15. **Publicity:** The Grantee agrees to obtain the approval of Grantor before acknowledging the support of Grantor in any and all publicity disseminated concerning the project or program described herein. The Grantee grants the Grantor permission to list this Grant and to include additional information about the Grantee on the Grantor's website.
16. **Terrorism:** Grantee confirms that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. Grantee confirms that it will take reasonable precautions to ensure that none of the grant funds will be used in support of or to promote violence, terrorist activity or related training, whether directly through Grantee's own activities and programs, or indirectly through Grantee's support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities.
17. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Florida, and Grantor shall be entitled to specific performance of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

GRANTOR: THE A. D. HENDERSON FOUNDATION, INC.

By: _____
Title: Program Director Date: _____

GRANTEE: **KEYBOARD(Name of Grantee - All Caps)**

By: _____
Title: _____ Date: _____

**GRANT AGREEMENT
FOR PUBLIC CHARITIES**

DATED this _____ day of _____, 20--.

BETWEEN The A.D. Henderson Foundation, Inc., a Delaware nonprofit corporation having its principal office at Post Office Box 14096, Fort Lauderdale, Florida 33302-4096 (the Grantor).

AND KEYBOARD(Name of Grantee)
KEYBOARD(Street Address)
KEYBOARD(City, State, Zip) (the Grantee)

Based on the information contained in Grantee's Grant Application and Certification to Grantor dated KEYBOARD(Date Application Signed), and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. **Terms and Conditions:** Grantor will provide to Grantee, subject to the terms and conditions of this Agreement, specifically including but not limited to the documentation requirements of this paragraph 1 as well as paragraph 11 hereof, \$KEYBOARD(Amount of Grant) (the "Grant") for use exclusively for the KEYBOARD(Name of Project or Program) described in the Grant Application and Certification.
 - a. Such Grant is a match; and therefore, payment of the Grant is wholly contingent upon Grantee first providing documentation, meeting the requirements of subsection (b) of this paragraph 1, indicating the pledge, commitment or receipt of funds from other sources specifically designated for the Grant project or program as described in the Grant Application and Certification. Grantee is required to provide documentation in the aggregate amount of \$KEYBOARD(Amount of Challenge) as proof of secured matching funds for the Grant project or program by KEYBOARD(Deadline Date) or such Grant will be automatically rescinded.
 - b. Qualifying matching funds for the purpose of satisfying the conditions of this Grant may be solicited by Grantee from private or governmental sources, or both. Documentation of matching funds include any or a combination of the following: (i) a written and signed pledge or commitment letter on behalf of another funder, (ii) the copy of check(s) for a specific donation(s), (iii) documentation of a gift of stock indicating the date and value of the stock transfer as well as documentation showing date and amount from the liquidation of stock deposited in Grantee's bank account, and (iv) a letter from the Grantee's board chair and executive director (or the equivalent) committing a specific dollar amount of Grantee's unrestricted funds to be used as matching funds.
2. **Use of Grant:** Grantee will use the Grant exclusively for the purposes described in the Grant Application and Certification and will promptly return, without the necessity of a request from Grantor, any portion of the Grant not used for such purposes.

3. **No Dilution of Services:** Grantor recognizes that there may be variations in the final results of the project or program from those articulated in the Grant Application and Certification, but Grantor considers it extremely important to the potential success of the project or program that the scope of services, programs or benefits Grantee provides be the same as outlined in the Grant Application and Certification. Grantee therefore agrees that the scope and type of services, programs or benefits that Grantee will fund, in part, with the Grant will be substantially the same as outlined in the Grant Application and Certification referenced above, specifically including (without limitation) the number of participants to be served, the amount of time to be expended, the type of services to be provided, and the amount of any other funds to be raised for the project or program funded by the Grant.

4. **Change in Scope:**
 - a. **Grant Activities:** Grantee will immediately advise Grantor, in writing, if Grantee determines that the scope of services, programs or benefits (i.e., number of participants, types of activities, etc.) Grantee likely will be able to provide are substantively different from those indicated in the Grant Application and Certification referenced above. In the event Grantee so advises Grantor, Grantor will consider a request by Grantee to revise the scope or description of the project or program funded by the Grant or the amount of the Grant. Grantor may accept or reject Grantee's variance request in its sole discretion. In the event that Grantee fails to make a variance request within the time stated by Grantor or Grantor rejects a variance request made by Grantee, Grantee will cease expenditure of those portions of the Grant funds which are not already expended or committed to third parties and will, if required by Grantor, return the balance of the Grant to Grantor, and Grantor will thereafter have no further obligation or responsibility to Grantee with respect to the Grant unless an alternative use is approved, in writing, by Grantor.

 - b. **Grant Period:** Grantee will immediately advise Grantor, in writing, if the Grantee determines that Grantee will not be able to complete the stated services, programs or benefits during the period indicated in the Grant Application and Certification referenced above (the "Grant period"). In such case, the Grantee may make a request for a Grant extension of the Grant period from the Grantor. Grantor may accept or reject Grantee's extension request in its sole discretion. In the event that Grantee fails to make an extension request within the time stated by Grantor or Grantor rejects an extension request made by Grantee, the Grantee will cease expenditure of those portions of the Grant funds which are not already expended or committed to third parties, and will, if required by Grantor, return the balance of the Grant to Grantor. Grantor will thereafter have no further obligation or responsibility to Grantee with respect to the Grant unless an alternative use is approved, in writing, by Grantor.

5. **Prohibited Activities:** Grantee will not use any portion of the Grant, directly or indirectly:

- a. to carry out propaganda, or otherwise to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code),
- b. to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code), or
- c. for any purpose other than a charitable, educational, scientific or literary purpose (as such terms are defined in Section 501(c)(3) of the Internal Revenue Code) that is consistent with the basis on which Grantee was recognized as tax exempt by the Internal Revenue Service.

6. **Reporting:**

- a. No funds will be transferred or paid to Grantee if there is a due and outstanding Grantee Report that the Grantee has failed to submit to the Grantor as set forth in this Agreement or in any similar Grant Agreement between Grantor and Grantee.
- b. Grantee will submit to the Grantor, **by _____ 15, 20__ for the first year; by _____ 15, ____ for the second year; and by _____ 15, ____ for the third year:** a complete and signed Grantee Report (in the format set forth in the Exhibit attached hereto), including a written financial report (as described in the attached Grantee Report). The written financial report must reconcile the total project or program budget with actual revenue and expense line items for the Grant period and explain any material variations between the original project or program budget and the actual amounts. Failure to comply with Grant Report requirements set forth in this Agreement will require Grantee, if required by Grantor, to return any portion of the Grant that are not already expended or committed to third parties.
- c. Grantee will provide such other records, information, and reports that may be required by any competent legal and fiscal authorities relating to the receipt, disbursement and use of the Grant.
- d. Grantee will cooperate fully with, and respond promptly and completely to, any relevant inquiry of Grantor or its representatives. Grantor (or its representatives) may, at its expense and upon reasonable notice to Grantee, inspect, audit, review, and/or photocopy all records of Grantee pertaining in any way to the Grant.
- e. Grantee will permit Grantor to inspect any facilities, equipment, or other assets of Grantee or to observe the programs, operations, or other activities of Grantee.

7. **Unexpended Grant Funds:** In the event Grantee has not expended (or contracted to expend) the Grant for the purposes described in the Grant Application and Certification by the end of the Grant period, the Grantee will have a grace period of forty-five (45) calendar days to either return the unexpended funds pursuant to subsection (a) hereof or request

a Grant extension pursuant to subsection (b) hereof.

a. **Return of Funds:** Grantee will, within forty-five (45) calendar days following the end date of the Grant period, return to Grantor any portion of the Grant that the Grantee has not expended (or contracted by such date to expend) for the purposes described in the Grant Application and Certification and, at the same time, submit any due and outstanding Grantee Report.

b. **Request for Grant Extension:** Grantee will, within forty-five (45) calendar days following the end of the Grant period, advise Grantor in writing as to (i) the amount of the unexpended portion of the Grant, (ii) the specific period of extension being sought and (iii) how the unexpended portion will be used to deliver the project or program beyond the Grant period as indicated in the Grant Application and Certification. Grantor may accept or reject Grantee's extension request in its sole discretion. In the event the Grantor approves Grantee's request for a Grant extension, the Grant period and the due date of the Grantee Report will be amended in accordance with Grantor approval, and Grantee will abide by the terms and conditions as set forth in this Agreement. In the event the Grantor denies Grantee's request for a Grant extension, Grantee will, within thirty (30) calendar days of Grantor's notification of denied request for Grant extension, return to Grantor any portion of the Grant that the Grantee has not expended (or contracted by such date to expend) and, at the same time, submit any due and outstanding Grantee Report.

8. **Non-Transferrable:** This Agreement is personal among the parties hereto and shall not be assignable by any party or transferrable by operation of law or otherwise.

9. **Truthful Representation and Performance:** Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursement or expenditure of the Grant by Grantee shall cease if any of the certifications contained in Grantee's Grant Application and Certification described above shall cease to be correct or if Grantee shall fail to perform any of the requirements of this Agreement. In such event, Grantee shall immediately return any unexpended portion of the Grant to Grantor.

10. **Repayments:** In the event Grantee is required by any provision of this Agreement to return the Grant, or any portion thereof, to Grantor, Grantee will promptly return such funds, regardless of any claimed adverse effect of such return on the programs or operations of the Grantee.

11. **Superseding Provisions:** If any law, regulation, or order now or hereafter in effect shall render any provision of this Agreement void, unenforceable or unlawful, either party may terminate this Agreement forthwith by a written notice. Immediately upon such termination, all further disbursement or expenditure of the Grant shall cease and Grantee shall return any unexpended portion of the Grant to Grantor.

12. **Documentation:** Grantee acknowledges the legal responsibilities of Grantor in making

and accounting for the Grant. Accordingly, Grantee agrees, notwithstanding any other provisions of this Grant Agreement, and regardless of whether this Agreement has been executed and delivered by both parties, that no portion of the Grant shall be payable and that this Grant Agreement shall terminate and impose no further payment or other obligations on Grantor in the event that Grantee fails or is unable for any reason to provide to Grantor, within ninety (90) calendar days after _____ (**Consent Agenda or Board approval date**) (or such later date as agreed to and stated in writing from Grantor), (a) a copy of this Grant Agreement duly executed by an authorized officer of Grantee, (b) a copy of Grantee's section 501(c)(3) status determination letter from the Internal Revenue Service, if not already provided, showing that Grantee is both a section 501(c)(3) organization and classified as a "public charity" under section 509(a)(1) or 509(a)(2) of the Internal Revenue Code, or, alternatively, demonstrate to the Grantor that Grantee is a governmental body or a church eligible to receive grants from a private foundation without the exercise of "expenditure responsibility" as defined in section 4945 of the Internal Revenue Code, and (c) any other specific documentation requested in writing by Grantor at the time of this Agreement or hereafter (in which case the 90-day period shall run from the date of such request), satisfactory in form and substance to Grantor.

13. **Amendments:** This Agreement, together with the Grant Application and Certification described above, sets forth the entire understanding of the parties hereto. It may be modified or amended only by the written agreement of both parties.
14. **Waivers:** No waiver by any party of any of the covenants, agreements or obligations herein contained shall be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party hereto to exercise any rights acquired through the default of any other party shall be construed as a waiver of, or impair such right.
15. **Publicity:** The Grantee agrees to obtain the approval of Grantor before acknowledging the support of Grantor in any and all publicity disseminated concerning the project or program described herein. The Grantee grants the Grantor permission to list this Grant and to include additional information about the Grantee on the Grantor's website.
16. **Terrorism:** Grantee confirms that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. Grantee confirms that it will take reasonable precautions to ensure that none of the grant funds will be used in support of or to promote violence, terrorist activity or related training, whether directly through Grantee's own activities and programs, or indirectly through Grantee's support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities.
17. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Florida, and Grantor shall be entitled to specific performance of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

GRANTOR: THE A. D. HENDERSON FOUNDATION, INC.

By: _____
Title: Program Director Date: _____

GRANTEE: KEYBOARD(Name of Grantee - All Caps)

By: _____
Title: _____ Date: _____

**PROGRAM AGENCY
GRANT AGREEMENT**

DATED this KEYBOARD(Date Consent Agenda Approved) _____ day of _____, 20--.

BETWEEN The A. D. Henderson Foundation, Inc., a Delaware nonprofit corporation having its principal office at Post Office Box 14096, Fort Lauderdale, Florida 33302-4096 (the Grantor),

AND KEYBOARD(Name of Grantee), having its principal office at KEYBOARD(Street Address), KEYBOARD(City, State & Zip) (the Grantee)

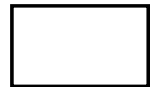
Based on the information contained in Grantee's Grant Application and Certification to Grantor dated KEYBOARD(Date of Grant Application), and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Grantor will provide to Grantee, subject to the terms and conditions of this Agreement, specifically **including but not limited to the documentation requirements of paragraph 9 hereof, \$ KEYBOARD(Amount of Grant)** (the "Grant") for use exclusively for the charitable purposes described in the Grant Application. (KEYBOARD(Description of Grant))
2. Conduct of Program; the Program Agency.
 - (a) Grantee agrees that it will use the Grant and other monies available to it to provide financial support to KEYBOARD(Name of Program Agency) (the "Program Agency") to enable the Program Agency to carry out the KEYBOARD(Name of Program) program (the "Program") substantially as described in the Proposal contained in the Jointly-submitted Grant Application to Grantor dated KEYBOARD(Date of Grant Application) from Grantee and the Program Agency (the "Proposal"). Specifically, and without limiting the generality of the foregoing, Grantee agrees and covenants with Grantor to expend for the Program, through the use of the Program Agency, \$ KEYBOARD(Amount of Grant) (the "Required Program Expenditures") during the KEYBOARD(# of months of grant) month period ending KEYBOARD(Grant Period Ending Date) for the personnel, consultants and other resources necessary to conduct the Program, exclusively for the purposes, and on the conditions, described in the Grant Application.
 - (b) Grantee acknowledges and agrees that it is the party responsible for supervising the expenditure of the Grant by the Program Agency and the performance by the Program Agency of the Program, since the Program Agency is not an organization qualified to receive grants from Grantor. Accordingly, Grantee represents to Grantor that Grantee's governing board has approved the Program and the performance of the Program by the Program Agency as an integral part of the charitable activities of Grantee; that Grantee has adequate resources and personnel to supervise the Program Agency's performance of the Program; and that Grantee has established satisfactory reporting and communications procedures to enable Grantee to supervise the Program Agency's performance of the Program. Further, Grantee acknowledges that the relevant legal



restrictions on Grantor require that Grantee have control and supervision of the expenditure of the Grant. To show this control and supervision, Grantee agrees that it will actively involve its personnel in supervising the Program Agency's performance of the Program and will review all expenditures of Grant funds for the Program on a continuous basis; that it will review and approve (or investigate and correct, if appropriate) all reports from the Program Agency; that Grantee will immediately cease the expenditure of Grant funds for the Program if the Program Agency fails to carry out any of the required elements of the Proposal or this Agreement; that all receipts of Grant funds and other monies for the Program and all expenditures by Grantee or the Program Agency for the Program will be recorded in Grantee's financial records as receipts of and expenditures by Grantee; and that all such receipts and expenditures will be reported as receipts of and expenditures by Grantee in Grantee's Internal Revenue Service Form 990 returns for all years in which such occur.

- (c) In addition to making the Required Program Expenditures, Grantee covenants and agrees that the Required Program Expenditures will provide the services and benefit the number of participants discussed in the Proposal. If Grantee determines that it will be unable to satisfy this covenant and agreement, Grantee will promptly notify Grantor in writing and request Grantor's approval of a variance in the Program, the Required Program Expenditures, or both. Grantor may accept or reject Grantee's variance request in its sole discretion, and Grantor will give written notice of its discussion to Grantee within thirty (30) days after receiving notification from Grantee. If Grantor rejects Grantee's variance request, Grantor will have no further obligation to disburse Grant Funds to Grantee, no further Grant Funds will be disbursed to Grantee, and Grantee shall promptly return all unexpended portions of the Grant to Grantor.



3. The obligations of Grantor under this Agreement are conditioned on Grantee's covenant and agreement that the actual services that Grantee will provide with the Grant will be substantially the same as outlined in the Grant Application and Certification referenced above, specifically including (without limitation) the number of participants to be served, the amount of time to be expended, the type of services to be provided, and the amount of any other funds to be raised for the project or program funded by the Grant. Grantor considers it extremely important to the success of the project or program that the actual services Grantee provides be the same as outlined in the Grant Application and Certification even though Grantor acknowledges that Grantee will need to secure other financial support for the project or program funded by the Grant. Grantor refers to this requirement as "no dilution of services" and expects Grantee to be responsible for using its best efforts to ensure that no dilution of services occurs. Grantor recognizes that there may be variations in the final results of the project program. Grantee covenants and agrees to advise Grantor, in writing, immediately and as soon as Grantee has arranged staffing for the project or program and authorized its implementation, if the actual services (i.e., number of participants, length of program, etc.) likely to be provided by Grantee are materially different from those indicated in the Grant Application and Certification referenced above. In the event Grantee advises Grantor that Grantee will not likely be able to provide the project or program intended by Grantor in making the Grant, Grantor and Grantee will negotiate in good faith to revise the scope or description of the project or program funded by the Grant or the amount of the Grant. In the event that agreement cannot be reached, Grantee will cease expenditure of those portions of the Grant funds which are not already committed to third parties

and will, if required by Grantor, return the balance of the Grant to Grantor, and Grantor will thereafter have no further obligation or responsibility to Grantee with respect to the Grant unless an alternative use is approved, in writing, by Grantor.

4. Grantee will not use any portion of the Grant, directly or indirectly, and will not allow the Program Agency to use any portion of the Grant, directly or indirectly:
 - (a) to carry out propaganda, or otherwise to influence legislation, or
 - (b) to influence the outcome of any specific election or to carry on any voter registration drive, or
 - (c) for any purpose other than a charitable, educational, scientific or literary purpose (as such terms are defined in section 501(c)(3) of the Internal Revenue Code) that is consistent with the basis on which Grantee was recognized as tax exempt by the Internal Revenue Service.

5. Grantee will:
 - (a) Submit to the Grantor, **on an interim basis during the term of this Grant, as follows: by _____ 15, 20 __ for the first year; by _____ 15, _____ for the second year; and by _____ 15, _____ for the third year:**
 - (i) A written financial report specifying the total Grant amount received by the Grantee from the Grantor during the preceding calendar year, the amount expended during that year for each individual expense category, the quantity of goods or services purchased with the Grant, and the portion of the Grant not expended; and
 - (ii) A completed Grantee Report as described in the attached Grantee Report Form.
 - (b) **Agree that no funds will be transferred or will be paid to Grantee if there is a due and outstanding Grant Report that the Grantee has failed to submit to the Grantor as set forth in this Agreement or in any similar Grant Agreement between Grantor and Grantee.**
 - (c) Notify Grantor, within thirty (30) calendar days following KEYBOARD(Date Grant Cycle Ends), of any portion of the Grant that the Grantee has not expended by KEYBOARD(Date Grant Cycle Ends) (or contracted by such date to expend) for the purposes described in the Grant Application and, at the same time, return to Grantor any such unexpended portion of the Grant (unless Grantor has expressly consented in writing to an extension of the date stated in this paragraph).
 - (d) Provide such other records, information, and reports that may be required by any competent legal and fiscal authorities relating to the receipt, disbursement and use of the Grant.

- (e) Cooperate fully with, and respond promptly and completely to, any relevant inquiry of Grantor or its representatives. Grantor (or its representatives) may, at its expense and upon reasonable notice to Grantee, inspect, audit, review, and/or photocopy all records of Grantee pertaining in any way to the Grant.
 - (f) Permit Grantor to inspect any facilities, equipment, or other assets of Grantee or to observe the programs, operations, or other activities of Grantee.
6. This Agreement is personal among the parties hereto and shall not be assignable by any party or transferrable by operation of law or otherwise.
 7. Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursement or expenditure of the Grant by Grantee shall cease if any of the certifications contained in Grantee's Grant Application and Certification described above shall cease to be correct or if Grantee or Program Agency shall fail to perform any of the requirements of this Agreement. In such event, Grantee shall immediately return any unexpended portion of the Grant to Grantor, regardless of any claimed adverse effect on the programs or operations of the Grantee.
 8. If any law, regulation, or order now or hereafter in effect shall render any provision of this Agreement void, unenforceable or unlawful, either party may terminate this Agreement forthwith by a written notice. Immediately upon such termination, all further disbursement or expenditure of the Grant shall cease and Grantee shall return any unexpended portion of the Grant to Grantor.
 9. Grantee acknowledges the legal responsibilities of Grantor in making and accounting for the Grant. Accordingly, Grantee agrees, notwithstanding any other provisions of this Grant Agreement, and regardless of whether this Agreement has been executed and delivered by both parties, that no portion of the Grant shall be payable and that this Grant Agreement shall terminate and impose no further payment or other obligations on Grantor in the event that Grantee fails or is unable for any reason to provide to Grantor, within ninety (90) calendar days after KEYBOARD(Date Consent Agenda Approved) (or such later date as agreed to and stated in writing from Grantor), (a) a copy of this Grant Agreement duly executed by an authorized officer of Grantee and of the Program Agency, (b) a copy of a current (no more than 5 years old Internal Revenue Service (IRS) confirmation) and complete determination or confirmation letter from the IRS as to Grantee's classification under the Internal Revenue Code (unless previously supplied to Grantor), satisfactory in form and substance to Grantor, (c) copy of Grantees most recently filed IRS Form 990 tax return (unless previously supplied to Grantor), satisfactory to Grantor as to accuracy and completeness, and (d) any other specific documentation requested in writing by Grantor at the time of this Agreement or hereafter (in which case the 90-day period shall run from the date of such request), satisfactory in form and substance to Grantor.
 10. This Agreement, together with the Grant Application and Certification described above, sets forth the entire understanding of the parties hereto. It may be modified or amended only by the written agreement of both parties.
 11. No waiver by any party of any of the covenants, agreements or obligations herein contained shall

be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party hereto to exercise any rights acquired through the default of any other party shall be construed as a waiver of, or impair such right.

12. This Agreement shall be interpreted in accordance with the laws of the State of Florida, and Grantor shall be entitled to specific performance of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

GRANTOR: THE A. D. HENDERSON FOUNDATION, INC.

By: _____
Title: Program Director

GRANTEE: **KEYBOARD(Grantee)**

By: _____
Title: _____
President

PROGRAM AGENCY:

The Undersigned as the Program Agency identified in the foregoing Agreement acknowledges that it has reviewed and approved the terms of the Agreement and agrees with Grantor and Grantee that it will cooperate fully with Grantee, as an agent of Grantee, in order to enable Grantee to fulfill its obligations under the Agreement, including, without limitation, that it will furnish reports to Grantee at least ten (10) days before Grantee is required by paragraph 4 of the foregoing Agreement to furnish reports to Grantor.

KEYBOARD(Program Agency)

By: _____
Title: _____
President