



GRANT AGREEMENT

This Grant Agreement ("Agreement") is made by and between **Impact100 SRQ, Inc.**, a Florida not-for-profit corporation ("Impact100 SRQ") and **[NAME OF ORGANIZATION]**, a Florida not-for-profit corporation ("Grant Recipient").

RECITAL

Impact100 SRQ has awarded a grant to Grant Recipient in the amount of \$108,000 ("Grant Funds") pursuant to Grant Recipient's Application submitted on _____ ("Grant Application") that proposes the [INITIATIVE NAME] Initiative.

AGREEMENT

I. Use of Grant Funds

A. Grant Application. Grant Recipient agrees to expend the Grant Funds as described in its Grant Application, Application attached documents and other correspondence, attached hereto as Exhibit A "Grant Application", Exhibit B "Initiative Budget" and Exhibit C "Other Documents Supporting the Initiative". As such, this grant is a restricted grant. These Exhibits represent the documents that describe the Initiative and its timeline, and define how the grant funds will be expended. For purposes of this Agreement, these Exhibits are referred to as the "Grant Application".

B. Grant Period. The Grant Period shall be for a term of 2 years, beginning on the date the last party to this Grant Agreement signed the Grant Agreement, provided, however, that certain provisions extend beyond the Grant Period as provided herein below. Initiative actions and activities as outlined in the Grant Application must occur within the Grant Period.

C. Initiative Implementation and Execution. At the time of the Grant Agreement signing, Impact100 SRQ and the Grant Recipient will review the Initiative's planned results and timeline as documented in the Grant Application and the "Finalist Summary", attached hereto as Exhibit D and hereby incorporated and made a part of this Agreement. The Finalist Summary was prepared by Impact100 SRQ and approved by the Grant Recipient. Grant Recipient shall cooperate with Impact100 SRQ on the monitoring of the Initiative results and timeline for the period of the Grant Term. Grant Recipient shall give Impact100 SRQ immediate notice of any issue with the potential to impact the Initiative's planned completion date. Any potential delay to the Initiative's date of completion beyond the 2-year Grant Period must be approved in writing from the Board of Directors of Impact100 SRQ. An Impact100 SRQ board member or other member who has been approved by the Board will act as the liaison between the Grant Recipient and Impact100 SRQ throughout the Grant Period.

D. Grant Funds. Impact100 SRQ provides grant funds for initiative expenses incurred in accordance with the Grant Application and Initiative Timeline. The Grant Funds may not be spent for any purpose not described in the Grant Application, specifically the Initiative Budget (Exhibit B) expense itemization and any other Grant Application information that addresses the timing of the Initiative action and activity and expenditure of the Grant Funds. The Grant Funds

shall not be transferred, either partially or in their entirety to any other person or entity including transferring funds to a third-party for purposes of the third-party paying expenses on behalf of the Grant Recipient. If the Grant Recipient believes a change to the budget expense line items is warranted, Grant Recipient agrees it will discuss the change with Impact100 SRQ before the funds are expended. Any potential change to the Initiative Budget expenses must be approved by Impact100 SRQ in advance of any expenditure occurring. No substantial changes in the budget may be made without prior written approval from the Board of Directors of Impact100 SRQ. For the purposes of this paragraph D, a "substantial change" includes, but is not limited to any variation of the budget expense line items of more than \$5,000, and/or any use of funds for expenses not stated in the Grant Application. Grant Recipient shall return to Impact100 SRQ any portion of the Grant Funds not used for the purposes described in the Grant Application within ten (10) days from the first to occur of (a) the Grant Recipient's determination that the Grant Funds will not be used for the purposes described in its Grant Application or (b) 24 months from the date of this Grant Agreement.

E. Draw Requests. Once initiative expenses have been expended, Grant Recipient shall submit to Impact100 SRQ completed and signed draw requests with supporting documentation no more frequently than once per month using the "Draw Request Template" provided by Impact100 SRQ and attached hereto as Exhibit E and hereby incorporated and made a part of this Agreement. Draw requests for all initiative expenses must be submitted within 30 days of the end of the Grant Period. Each separate draw request must be signed by an officer of the Grant Recipient and include verifying receipts, invoices, or other supporting documentation. In signing the draw request, the Grant Recipient confirms compliance with the terms of this Grant Agreement.

F. Grant Payments. Impact100 SRQ will review submitted Draw Requests to confirm the completeness of the disbursement request and the adherence to the Grant Application information and any exceptions it previously approved. Once approved, Impact100 SRQ will initiate the Grant Payment within a reasonable time. Impact100 SRQ may withhold any undisbursed portion of the Grant Funds in the event Grant Recipient fails to comply with any term of this Agreement.

II. Communication, Reporting and Record Keeping Requirements

A. Communication. Impact100 SRQ and Grant Recipient agree to maintain open lines of communication and respond promptly to all requests for information, documentation, or clarification by either Party. Each Party shall provide a substantive response within three (3) business days of receiving such a request, unless otherwise agreed in writing. Failure to comply with this communication obligation may be deemed a material breach of this Grant Agreement.

B. Record Keeping. Grant Recipient shall maintain financial and other records that adequately show the use of the Grant Funds. Grant Recipient shall maintain such records for at least 3 years after the end of the Grant Period and in such a manner that the receipts and expenditures of the Grant will be shown separately in a form that can be easily verified. Impact100 SRQ shall have the right, upon reasonable notice, to conduct on-site visits, and to audit at any time up to 2 years after the end of the Grant Period, Grant Recipient's records relating to the expenditure of the Grant Funds.

C. Final Report. After fully expending all Grant Funds, Grant Recipients are required to complete and submit a final written report sharing the results and ongoing impact of their Initiative. A Final Report template will be provided for this purpose. Completed Final Reports shall be certified by an Officer of the Grant Recipient and submitted before an agreed upon deadline, via email to Grants@Impact100srq.org.

D. Notice Requirements. Grant Recipient shall give Impact100 SRQ immediate notice if the Grant Initiative is cancelled or delayed, or any significant changes in Grant Recipient's governance, programs or services that may impact the Grant Initiative, or any changes in any professional or key personnel if previously identified in the Grant Application. In addition, Grant Recipient shall promptly notify Impact100 SRQ of any legal action, lawsuit or administrative action filed or initiated against Grant Recipient.

III. Representation and Warranties of Grant Recipient

A. Tax Status. Grant Recipient represents and warrants that it is a public charity and is exempt from federal taxation pursuant to Section 501 (c) (3) of the Internal Revenue Service Code and further represents that receiving this Grant will not cause the Grant Recipient to lose that tax exempt status. Grant Recipient shall give immediate notice to Impact100 SRQ of any change or threatened change in such status. In the event of a change or threatened change in such status, Impact100 SRQ may postpone disbursement of or cancel any undistributed portions of the Grant Funds.

B. Due Organization. Grant Recipient is duly organized and validly existing under the laws of the State of Florida and has all requisite power and authority to conduct its business as now conducted.

C. Power and Authority; Valid and Binding Obligation. Grant Recipient has all requisite power and authority to enter into this Agreement, and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Grant Recipient, and constitutes a valid and binding obligation of Grant Recipient, enforceable against Grant Recipient in accordance with its terms.

D. Non-Contravention. The execution, delivery and performance of this Agreement by Grant Recipient and its compliance with the obligations contemplated herein do not and will not:

- i. Violate or conflict with any provision of the articles of incorporation, bylaws, or other governing documents of Grant Recipient, as the case may be; or
- ii. Violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Grant Recipient.

IV. Representation and Warranties of Impact100 SRQ

A. Due Organization. Impact100 SRQ is duly organized and validly existing under the laws of the State of Florida and has all requisite power and authority to conduct its business as now conducted.

B. Power and Authority; Valid and Binding Obligation. Impact100 SRQ has all requisite power and authority to enter into this Agreement, and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Impact100 SRQ, and constitutes a valid and binding obligation of Impact100 SRQ, enforceable against Impact100 SRQ in accordance with its terms.

C. Non-Contravention. The execution, delivery, and performance of this Agreement by Impact100 SRQ and its compliance with the obligations contemplated herein do not and will not:

- i. Violate or conflict with any provision of the articles of incorporation, bylaws, or other governing documents of Impact100 SRQ, as the case may be; or
- ii. Violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Impact100 SRQ.

V. Return of Grant Funds to Impact100 SRQ

A. End of Grant Period. Grant Recipient will return any portion of the Grant Funds that have not been expended for the Grant Initiative within 30 days after the end of the Grant Period.

B. Revocation of Tax Status. If Grant Recipient's tax-exempt status is revoked by the Internal Revenue Service during the term of this Agreement, Grant Recipient shall return all unexpended Grant Funds to Impact100 SRQ. In addition, Impact100 SRQ may require the repayment of any portion of the Grant Funds that Impact100 SRQ reasonably determines were expended for purposes other than the Grant Initiative. Upon receiving written notice from Impact100 SRQ regarding the repayment of Grant Funds, Grant Recipient shall immediately transfer such Grant Funds to Impact100 SRQ.

C. Violation of Terms. In the case of any violation by Grant Recipient of the terms and conditions of this Grant Agreement, including but not limited to, failing to execute the work of the Initiative, as described in the Grant Recipient's Grant Application, Impact100 SRQ may terminate this Grant Agreement immediately without providing Grant Recipient with written notice. Upon termination of this Grant Agreement, for any reason, Grant Recipient agrees to immediately repay to Impact100 SRQ any portion of the Grant Funds not expended in furtherance of the Initiative. Any such violation may also render the nonprofit organization ineligible to participate in, apply for, or receive grant funding in future Impact100 SRQ grant cycles.

VI. Miscellaneous

A. Acknowledgments. Grants awarded by Impact100 SRQ will be announced by Impact100 SRQ through various communication vehicles. Grant Recipient is encouraged to make public announcements on its own. Grant Recipient shall have limited right to utilize Impact100 SRQ's official logo for this purpose, provided that Impact100 SRQ shall have absolute discretion to approve or deny the manner in which its logo is used by Grant Recipient. Grant Recipient agrees that it will suitably recognize the grant from Impact100 SRQ in any public communications or other materials produced regarding the grant as provided herein, and that it will provide

Impact100 SRQ with a copy of any such materials. In addition, Grant Recipient shall have the right to utilize its status as an Impact100 SRQ (year) Grant Recipient in its general marketing and promotional and fundraising efforts.

- i. Form of Acknowledgments. Specifically, the Grant Recipient shall provide oral or written acknowledgments substantially in the following forms:

- a. Written Communication. Press releases, publications and other public communications shall include the following statement: ***"This [program, initiative] was financially assisted by Impact100 SRQ, Inc."***

- b. Audio-Visual Communication. Films and audio and video recordings shall include the following statement: ***"This [program, initiative] was made possible in part by a grant from Impact100 SRQ, Inc."***

- ii. Disclaimer. Grant Recipient shall include the following disclaimer in all publications, films, and audio and video recordings or announce such disclaimer at any public program funded by Grant Funds: ***"The views expressed herein do not necessarily represent those of Impact100 SRQ, Inc."***
- iii. Event Participation. Grant Recipient may be asked to participate in the Impact100 SRQ Signature Event, "The Big Reveal" in early Spring, every year during the Grant Period. In addition, Grant Recipient agrees to make one or more of its authorized representatives available to assist Impact100 SRQ with requests for support with its presentation, marketing, or promotion of Grant Recipient's Initiative, to include but not limited to, at least one Showcase event and at least one Membership Recruiting event. Impact100 SRQ shall provide notice and opportunity for Grant Recipient to prepare for such support.

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

C. Entire Understanding. This Agreement and its Exhibits contain the entire understanding with respect to the subject matter of this Agreement and supersede all agreements or understandings, written or oral, prior to the execution of this Agreement.

D. 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.

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

F. Solicitation Waiting Period. Grant Recipient understands that it is the policy of Impact100 SRQ that grant recipients may not submit a subsequent Grant Application within the 24-month Grant Period.

G. Execution of Agreement. Grant Recipient shall execute and return this Grant Agreement to Impact100 SRQ within five (5) business days from the date of this Agreement if not completed in person with a representative from Impact100 SRQ. Grant Recipient represents and

warrants to Impact100 SRQ that the individual signatory on behalf of Grant Recipient hereunder is authorized by Grant Recipient's Board of Directors to enter this Agreement on behalf of Grant Recipient and that upon such signature, Grant Recipient shall be bound by the terms hereof.

H. Governing Law. This Grant Agreement shall be governed by and construed under the laws of the State of Florida. If any dispute should arise under this Agreement, it shall first be submitted to mediation and, if no resolution is achieved through mediation, legal action may only be initiated in the courts of Sarasota County.

Impact100 SRQ and Grant Recipient have caused this Agreement to be executed, effective as of the date last signed below.

Impact100 SRQ, INC.

[GRANT RECIPIENT NAME]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[remainder of page intentionally left blank]

EXHIBIT A

GRANT APPLICATION

[PDF of Grant Application Uploaded here – 6 pages]

Sample

EXHIBIT B

INITIATIVE BUDGET

[PDF of Budget Form Uploaded here – 3 pages]

Sample

EXHIBIT C

OTHER DOCUMENTS SUPPORTING THE INITIATIVE

(May Include Correspondence, Quotes, Etc.)

[PDF Documents Uploaded Here]

Sample

EXHIBIT D

FINALIST SUMMARY

[PDF Document Uploaded Here]

Sample

EXHIBIT E

DRAW REQUEST TEMPLATE

[PDF Documents Uploaded Here]

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