

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into as of [_____, 20__], by and between the Rolando Community Council (the “Corporation”) and [name of grantee organization] (“Grantee”) (collectively the “Parties”) in accordance with the terms and conditions hereinafter set forth:

Recitals

After conducting a pre-grant inquiry which examined the Grantee’s purposes, concepts and plans, the Corporation’s Board of Directors has approved a grant to Grantee in the total amount of [\$_____] (the “Grant”), to be disbursed [in a single disbursement]. The Parties hereto desire to enter into a written agreement detailing the terms under which the Grant will be disbursed and governing their respective rights and obligations with respect to the Grant.

Agreement

Therefore, in consideration of the promises and agreements of the parties specified herein, the Parties hereby agree as follows:

1. **Purpose of Grant.** The Grant must be expended solely for charitable, scientific, literary or educational purposes as defined under Internal Revenue Code § 501 (c)(3). Specifically, the purpose of the Grant is to [_____]. Neither the Grant nor any income generated from the Grant may be used for purposes other than those described in this Agreement or in the Form 1023 filed by Grantee with the Internal Revenue Service.

2. **Amount of Grant.** The total amount to be disbursed to Grantee under the Grant is [_____] Dollars (\$_____).

3. **Periodic Reports.** Grantee shall provide narrative and financial reports to the Corporation semi-annually until the Grant funds have been expended in full. The reports shall be due within a reasonable period after [June 30 and December 31] respectively. A final report shall also be provided within a reasonable period after the final Grant disbursement. The narrative portion of the reports must detail Grantee’s accomplishments and should include copies of any reports, publications or other materials prepared in connection with the programs funded by the Grant. The financial report must contain a detailed description of Grantee’s expenditures.

4. **Financial Records.** Grantee must maintain financial records pertaining to the Grant in accordance with generally accepted accounting principles. Records of receipts and expenditures and other documentation pertaining to the Grant must be maintained for at least four years and must be available for reasonable inspection by Corporation representatives at any time during that period.

5. **Prohibited Use of Grant Funds.** Grantee understands and acknowledges that no Grant funds may be used to:

- a. carry on propaganda, or otherwise attempt to influence legislation;
- b. influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive;
- c. make an individual grant or regrant funds to another organization unless the requirements of Internal Revenue Code § 4945 are met or
- d. undertake any noncharitable activity or advance any purpose other than one specified in Internal Revenue Code § 170(c)(2)(B).

6. **Limitation on Expenditures.** The Grant may be expended only for the purposes described in this Agreement and any Grant funds not so used must be returned to the Corporation. Grantee shall notify the Corporation immediately if any changes occur with respect to the planned use of any portion of the Grant. If the Corporation becomes aware that any Grant funds are not being used for the purposes described in this Agreement, the Corporation reserves the right to be reimbursed for the amounts so diverted and to withhold any future grant payments.

7. **Entire Agreement.** Except as otherwise specifically provided herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. There are no other existing agreements or understandings between the Parties relating to the terms of this Agreement and any and all prior agreements or promises between the Parties are merged into this Agreement. The terms of the Agreement can be modified only by a writing, signed by both Parties, which expressly states that such modification is intended.

8. **Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of California. The execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California. The Agreement shall be deemed made and entered into in San Diego County.

9. **Interpretation of Agreement.** This Agreement shall not be construed against any party on the basis that the party's attorney drafted it.

10. **Suit to Enforce Agreement.** The prevailing party in any action to enforce the terms of this Agreement shall be entitled to costs and reasonable attorneys' fees.

11. **Agreement Duly Authorized.** The officers signing this Agreement represent and attest that the Agreement has been duly authorized by the respective Boards of Directors of the Parties.

12. **Effective Date.** Upon execution by each of the Parties, this Agreement shall be effective as of the date first set forth above.

AGREED TO AND ACCEPTED BY:

ROLANDO COMMUNITY COUNCIL

[NAME OF GRANTEE ORGANIZATION]

By: _____
[_____] , President

By: _____
[NAME]
[TITLE]

Date: _____

Date: _____