



# GENERAL GRANT AGREEMENT **S2018** TERMS, CONDITIONS AND UNDERSTANDINGS

«**COMPANY\_NAME**»



In addition to the specific terms and conditions in the grant award letter, the City of Duluth Parks and Recreation Commission, through its Parks Fund Neighborhood Grants Program (the "Grantor"), is awarding this grant to you (the "Grantee"), contingent upon the following:

1. Expenditure of Funds:

(a) This Grant is made for the purpose outlined in the Grant Award Letter. It may not be expended for any other purpose without Grantor's prior written approval.

(b) You understand that any portion of the Grant unexpended at the completion of the project («**Project\_End\_Date**») shall be returned immediately to the Grantor.

(c) You may not assign, or otherwise transfer, its rights or delegate any of your obligations under this Grant without prior written approval from the Grantor.

2. Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this Grant. You agree to provide a copy of all receipts as well as complete a Duluth Superior Area Community Foundation FINAL PROJECT REPORT within 60 days following the end of the grant period («**Final\_Due**»). Additionally, you agree to provide any other information reasonably requested by the Grantor.

3. Required Notification:

You are required to provide the Grantor with immediate written notification of: (a) your inability to expend the grant for the purposes described in the grant award letter; or (b) any expenditure from this grant made for any purpose other than those for which the grant was intended.

4. Reasonable Access for Evaluation:

You will permit Grantor and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as Grantor deems necessary or appropriate concerning this grant award.

5. Publicity:

You will allow Grantor to review and approve the text of any proposed publicity concerning this Grant prior to its release. Grantor may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in Grantor's periodic public reports, newsletters, and news releases.

6. Right to Modify or Revoke:

Grantor reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in Grantor's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of Grantor; or (c) to comply with the requirements of any law or regulation applicable to you, of Grantor or this Grant.

If Grantor does not receive signed copies of its grant award letter and of these general grant terms within ten (10) business days after the date of Grantors grant award letter, this Grant may be revoked.

The undersigned certify that they are authorized officers or representatives of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

7. Hold Harmless

(a) Grantee agrees to waive all claims and recourse against Grantor including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of Grantor, its officers, agents, and employees.

(b) Grantee agrees to indemnify, hold harmless and defend Grantor, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project

8. Nondiscrimination

The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility or services acquired or developed pursuant to this Agreement.

9. Application Incorporation

The Application and any subsequent change or addition approved in writing by the Grantor is hereby incorporated in this Agreement as though set forth in full in this Agreement.

10. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Accepted and agreed to: \_\_\_\_\_ («Company\_Name»)  
(signature)