



THE LONGBRANCH FOUNDATION
INVESTING IN THE SOUTH KEY COMMUNITY

GRANT AGREEMENT

This Grant Agreement (this "Agreement") is entered into by and between The Longbranch Foundation, a Washington nonprofit corporation and a 501(c)(3) organization (the "Grantor") and _____, a _____ ("Grantee"). This Agreement shall be effective as of _____, 20____ (the "Effective Date").

RECITALS

A. The Grantor was established exclusively for charitable, scientific, literary and educational purposes under section 501c(3) of the internal Revenue Code of 1986, as amended, including but not limited to the following:

1. Environmental protection and public safety at the Longbranch Marina,
2. Preserve the historic clubhouse owned by The Longbranch Improvement Club (the "LIC"),
3. Maintain and improve public recreation use of the LIC grounds,
4. Advance education by supporting student scholarship programs and public school activities and programs,
5. Support other public organizations dedicated to similar charitable purposes, and
6. Any other lawful activity as the Grantor's Board of Directors may determine to foster its charitable purpose.

B. Grantee provides _____

_____;

C. To further its exempt purposes, the Grantor desires to make a grant to Grantee to be given pursuant to the terms and conditions in this Agreement;

NOW, THEREFORE, the Grantor and Grantee hereby agree as follows:

1. Grant; Use of Grant Funds. The Grantor shall award Grantee grant funds in the amount of \$_____. Such grant funds may only be used for the project described in the GRANT APPLICATION AND PROPOSAL, attached hereto as Exhibit A (the "Proposal") in accordance with the budget for the Proposal described in Exhibit B, attached hereto (the "Budget"). Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Grantor. Any Budget cost category change of more than 10% must be approved in writing by the Grantor in advance. Grantee may not use the grant funds to reimburse any expenses incurred prior to the Effective Date.



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- 2. Political Campaign/Lobbying Activity.** Grantee shall not attempt to influence legislation, except as may be permitted by an organization exempt from federal taxation under Section 501(c)(3) of the Code, participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office or otherwise engage in the carrying on of propaganda, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, or take any other action inconsistent with qualification under Section 501(c)(3) of the Code. Grantee agrees to comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law.
- 3. Tax Exempt Status.** Grantee confirms that it is exempt from federal income tax under section 501(c)(____) of the Internal Revenue Code of 1986, as amended (the "Code").
- 4. Obligations of Grantee.** Grantee agrees to perform the activities described in the Proposal, including, but not limited to the following (the "Project"):
- 5. Compliance.** The Grantor has the right at its discretion to terminate or suspend the grant or withhold payment if (a) the Grantor is not reasonably satisfied with Grantee's progress on its obligations with respect to the Project; or (b) significant leadership or other changes occur that the Grantor believes may threaten the Project; or (c) Grantee fails to comply with any term or condition of this Agreement. On termination, if requested by the Grantor, Grantee agrees to promptly return to the Grantor any unspent or uncommitted grant funds (as of the date of termination) previously distributed to Grantee by the Grantor for the Project.
- 6. Relationship of the Parties.** Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the parties hereto.
- 7. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 8. Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings among the parties as to such matters, oral or written, all of which are hereby canceled.
- 9. Assignment.** This Agreement or any rights or obligations under this Agreement may not be assigned without the Grantor's prior written consent. An assignment includes (a) any transfer of the Project, (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of Grantee's assets.
- 10. Severability, Amendments.** The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal or unenforceable, such finding shall not affect the validity, construction or enforceability of any remaining provision. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.



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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Grantor: The Longbranch Foundation, a Washington nonprofit corporation

By:

[Print name]

Its: [Title]

Grantee: _____, a

By

[Print name]

Its: [Title]