

National Alliance for Accessible Golf Grants

General Terms & Conditions

These terms and conditions will be provided as part of your Application Form

TAX EXEMPT STATUS. You do hereby certify that you are a non-profit organization currently recognized by the Internal Revenue Service as a public charity under Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended (hereinafter the Code). You further certify that such status has not been revoked, amended or changed in any manner since the issuance of your IRS determination letter, a copy of which has been provided to the Alliance, nor is there any issue presently before any office of the IRS concerning any change in your status.

****Should you be unable to certify your organization as a public charity under IRS regulations, you will be expected to clarify your organizational status prior to submitting a grant application.**

USE OF GRANT. Any part of the grant funds not used by the end of the grant period must be returned promptly to the ALLIANCE. You acknowledge that the ALLIANCE has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or any lobbying activity.

FINAL REPORT. The ALLIANCE will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should be submitted on the form provided via e-mail to davebarton@accessgolf.org. Feel free to provide any other information you feel would be relevant in allowing ALLIANCE to evaluate the grant.

ALLIANCE RECOGNITION and AUTHORIZATIONS. You will provide appropriate recognition of the ALLIANCE's support of your organization, program, and/or project. Logos and other assistance in this area can be obtained from the ALLIANCE. The Alliance LOGO's or other materials are not allowed without the express written approval from the Alliance. This award does not imply any relationship with the grantee other than the Grantor-Grantee.

REQUIRED NOTIFICATION. You are required to provide the ALLIANCE with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; (b) any expenditure made from this grant for any purpose other than those for which the grant was intended or (c) any change in the "Contact Name" listed on the application.

PAYMENT OF GRANT. The payment of this grant will be in accordance with the schedule specified in the grant award letter. All payments and related correspondence will be sent to the individual designated in the below application. **Please note, grant payments may be paid in total, or in installments, pending the specifics of the application and amount requested.**

GRANT EVALUATION. You will exercise full control over the administration, management, and any subsequent disbursement of funds through this grant. The ALLIANCE's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the ALLIANCE, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial

audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as this will permit the ALLIANCE to easily check use of grant funds and to keep these records for at least two years after the final report is submitted.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of ALLIANCE.

RELIANCE ON FUTURE FUNDING. You acknowledge that neither the ALLIANCE nor its representatives have made any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project.

GOVERNING LAW. All questions of law that may arise in the administration of this grant shall be determined in accordance with the laws of the State of Florida.

PHOTOGRAPHY RIGHTS. For good and valuable consideration, receipt of which is hereby acknowledged, you hereby give irrevocable consent for photographs delivered to the ALLIANCE under this Agreement (the "Photographs") to be used, copied and published by the ALLIANCE, its successors and assigns, in whole or in part, without personal indemnification for illustration, trade, advertising, marketing and promotion of the ALLIANCE, in any medium whatsoever. You hereby represent and warrant that you have obtained all necessary third party consents in respect of copyright law and any other rights, including but not limited to the rights of the photographer, and any individual rights, rights of privacy, name and likeness, etc., with respect to the Photographs. You shall indemnify and hold the ALLIANCE and successors and assigns harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with any claim that the Photographs or the use of the Photographs infringes any intellectual property rights or other rights of any third party.

AUTHORITY. The undersigned represents that he/she is a duly authorized representative of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and conditions of the grant.

Printed Name: _____

Signature: _____

Title: _____

Date: _____