This GRANT AGREEMENT (the “Agreement”) is made effective this ___ day of __________, 2023 by NextFifty Initiative, a Colorado nonprofit corporation (“NFI”), and [NAME OF GRANTEE] (“Grantee”).

NFI agrees to issue, and Grantee agrees to accept, a grant in the amount of $_______ (the “Grant”), subject to the terms of this Agreement.

1. NFI shall issue the Grant within ten (10) days following its receipt of this Agreement, bearing the signature of Grantee’s authorized representative.

2. Grantee shall use the Grant exclusively for charitable, educational, and/or scientific purposes as described in Code section 170(c)(2)(B). Specifically, Grantee shall apply all Grant funds exclusively as provided in its Grant Application for “PROJECT TITLE” (the “Project”), which is attached to this Agreement and incorporated by this reference.

3. Grantee shall not use any portion of the Grant funds: (a) to carry on propaganda, or otherwise to attempt, to influence legislation; (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; (c) to undertake any activity that is not in furtherance of charitable, scientific, and/or educational purposes; (d) to pay for or reimburse individual medical bills; or (e) to pay for rent assistance, mortgage assistance and/or household utility bills.

4. NFI may withhold or suspend payment of any Grant amount, or may terminate this Agreement in its entirety, if NFI determines, in its sole and absolute discretion, that Grantee: (a) without NFI’s written consent, has used any portion of the Grant funds in a manner other than described in Section 2 or otherwise breached the terms of this Agreement; (b) has been dissolved, whether voluntarily or involuntarily; (c) has become insolvent; or (d) ceases to be exempt from federal income taxation as an organization described in Code section 501(c)(3); or (e) acts or discriminates on the basis of age, race, religion, gender, sexual orientation or other protected legal status.

5. Grantee shall provide NFI with the following information regarding Grantee’s use of the Grant funds:

   (a)  **Final Budget Report.** Within fifteen (15) days after the earlier of (i) date on which Grantee has fully expended the Grant funds, or (ii) completion of the Project, Grantee shall report all expenditures made from the Grant funds. Such report shall include a narrative description of how the Grant funds were expended toward the Project.

   (b)  **Final Impact Report.** Within ninety (90) days after the earlier of (i) date on which Grantee has fully expended the Grant funds, or (ii) completion of the Project, Grantee shall make a final report with respect to the progress made toward the goals of the Project.
6. Grantee shall maintain records of all Grant-related receipts and expenditures for at least seven years following the completed use of Grant funds and shall make such records available to NFI at reasonable times for any purpose regarding Grantee’s use of the Grant.

7. To the extent permitted, but as expressly limited by applicable law, Grantee shall indemnify, defend, and hold NFI harmless from and against any and all liabilities, costs, and expenses, including without limitation attorneys’ fees, arising from: (a) Grantee’s use of the Grant funds; or (b) Grantee’s performance or non-performance of any activities described in the Grant Application.

8. Grantee acknowledges that nothing in this Agreement obligates NFI or implies a commitment by NFI to provide additional funding to Grantee beyond payment of the Grant. However, Grantee’s use of Grant funds and activities under the terms of this Agreement may be considered by NFI in connection with other grant applications or agreements involving Grantee.

9. No joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement or Grantee’s related conduct.

10. Any provisions of this Agreement which cannot be completed before the use of all Grant funds or termination of this Agreement, shall survive completion of the activities described in the Grant Application and/or termination of this Agreement.

11. This Agreement and the rights of the parties hereunder shall be construed and enforced in accordance with and governed by the substantive laws of the State of Colorado without regard to conflicts of law provisions thereof.

12. Grantee and NFI agree that any action arising in connection with this Agreement or the transactions contemplated under it shall be brought in state or federal court in Denver, Colorado.

13. Each person signing below on behalf of Grantee hereby represents and warrants that he/she is signing with full and complete authority to bind Grantee to each and every term of this Agreement.

14. This Agreement contains the entire agreement between the parties relating to the Grant and supersedes all prior negotiations, agreements, representations and understandings, if any, whether oral or written, between the parties concerning the Grant. This Agreement may be modified only by written agreement of the Parties.

[Signature page follows.]
IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

GRANTOR

NEXTFIFTY INITIATIVE

By:

Name: Chandra Matthews
Title: Director of Programs

GRANTEE

[NAME OF GRANTEE]

By:

Name:
Title: