

23587204

Program Support Grant Agreement :

General Grant Terms, Conditions and Understandings :

In addition to the specific terms and conditions in your grant award letter to which these General Grant Terms, Conditions and Understandings are attached, The USTA Florida Section Foundation (the Foundation) is awarding this grant to you as the Grantee contingent upon the following:

Tax-Exempt Status: :

You are a nonprofit organization currently recognized by the Internal Revenue Service as governmental agency or a public charity described in section 501(c)(3) of the Internal Revenue Code. • Your tax-exempt status has not changed since the issuance of the IRS determination letter which you provided to the Foundation, and • There is no issue presently pending before any office of the IRS that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) of the Code.

Expenditure of Funds: :

This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the Foundation's prior written approval.

Records and Reports: :

You are required to keep a record of all receipts and expenditures relating to this grant and to provide a written report summarizing the project when requested by the Foundation. The Foundation may require interim fiscal and narrative accountability reports. These reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. In addition, your program may be monitored by site visits. You also agree to provide any other information reasonably requested by the Foundation.

Required Notification: :

You are required to provide the Foundation with immediate written notification of: 1) any changes in your organization's tax-exempt status; 2) your inability to expend the grant for the purposes described in the grant award letter; or 3) any expenditure from this grant made for any purpose other than those for which the grant was intended. In the case of any violation of the terms and conditions of the grant, including but not limited to failure to execute the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the IRS of your status as a Public charity or Public Facility, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final and will be binding and conclusive upon you.

Publicity: :

The Foundation reserves the right to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you provide, your logo or trademark, or other information or materials about your organization and its activities, in the Foundation's periodic public reports, newsletters, and news releases. Your

organization will agree to acknowledge the Foundation as a source of your program funding and agree to promote it to tennis program participants, donors, sponsors and friends of the organization. In addition, use the following language as a guide to acknowledging your grant in print: "This program/project was funded (or funded in part) by a Program Support Grant from the USTA Florida Section Foundation."

Right to Modify or Revoke: :

The Foundation 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 the Foundation's sole discretion, such action is necessary: 1) because you have not fully complied with the terms and conditions of this grant; 2) to protect the purpose and objectives of the grant and any other charitable activities of the Foundation; or 3) to comply with the requirements of any law or regulation applicable to your organization or the Foundation.

Program Support Grant Agreement :

If the Foundation does not receive signed copies of these General Grant Terms within 21 days after the date of the grant award letter, this grant may be revoked. The undersigned certify that they are fully elected and authorized officers 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.

I acknowledge and agree to the terms outlines above :

Yes

Grantee Organization Legal Name: : City of Fort Lauderdale

Board Chair: : n/a

Executive Director : Phil Thornburg

Date : 2020-12-17

Linked Form Field:

Name: Linked PS Grant Award

Form: 2019 PS Grant Award

Required: No

Enforce No Duplicates: No

Description/Help Text: NONE

Short Name: NONE

Field Purpose: NONE

Show related fields from linked form: No

Linked 2020 WG Grant : City of Fort Lauderdale Adaptive Tennis Program

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