



GRANT AGREEMENT

THIS GRANT AGREEMENT, is made as of the ____ day of _____, 20__, by and between the Right Rider Access Fund, Inc., a D.C. nonprofit corporation (the “Grantor”), and _____ [Grantee Name], a _____ [state] [nonprofit] [corporation] (the “Grantee”), (Employer Identification Number: _____).

I. Purpose

The Grantor hereby awards the Grantee a grant in the amount of _____ Dollars (\$_____). All grant funds must be expended by the Grantee for charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Code. Specifically, this grant must be used for the following charitable purposes:

The Grantee hereby agrees to return immediately to the Grantor any grant funds, as well as any interest earned thereon, not spent or committed for these purposes.

II. Prohibited Activities

In no case may grant funds be used for any of the following purposes: (1) to carry on propaganda, or otherwise attempt, to influence legislation or the outcome of any specific public election; (2) to carry on, directly or indirectly, any voter registration drive; (3) to make any grant that does not comply with the requirements of Section 4945(d)(3) or (d)(4) of the Code (regarding grants to individuals and other organizations); or (4) to undertake any activities for non-exempt purposes.

III. Reporting

The Grantee agrees to provide an annual report on the use of grant funds to the Grantor within three (3) months after the close of the Grantee’s fiscal year. Such reports must be provided for each year in which the Grantee receives or spends any portion of the grant funds, until the grant funds are spent in full or the grant is otherwise terminated.

A final report must also be submitted to the Grantor within three (3) months after the close of the fiscal year in which the Grantee completes its use of the grant funds. If the Grantee completes its use of the grant funds within the year of receipt, only a single report must be submitted.

Each annual report and the final report must include a narrative account of what was accomplished by the expenditure of funds as well as a financial statement. The narrative account must describe the use of the grant funds and progress made toward achieving the goals of the grant, and it must provide assurance that the activities under the grant have been conducted in conformity with this Agreement. The financial statement must report on all expenditures of the grant funds and any income earned thereon. The financial statement must be attested to by the responsible financial officer of the Grantee or a certified public accountant.

If written reports are not submitted to the Grantor on a timely basis, the Grantor by law must withhold any further payments under this grant and any other grants to the Grantee or any affiliates of the Grantee. Moreover, the Grantor may not award any new grants to the Grantee or any affiliates of the Grantee.

IV. Recordkeeping

The grant funds must be segregated in a separate fund, either by placing the funds in a separate bank account designated for the grant purposes, or by maintaining a separate bookkeeping account for the grant funds within the Grantee's financial records. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Grantor, must be kept for at least six (6) years following completion of such receipts and expenditures. The Grantee must also make its books and records available for the Grantor's inspection at reasonable hours.

V. Publicity

Any public announcement of the grant by the Grantor or by the Grantee will be subject to the mutual approval of the parties and such approval shall not be unreasonably withheld. Notwithstanding the above, the Grantor shall have the unilateral right to refer to the Grant in its marketing materials.

VI. Conclusion

The foregoing conditions are meant to comply with the obligations under Section 4945(h) of the Code to exercise expenditure responsible by making reasonable efforts and establishing adequate procedures to see that grant funds are spent solely for the charitable purposes for which they were granted, and to obtain full and complete records on how grant funds have been expended.

VII. Authority to Sign

The person signing this Agreement on behalf of the Grantee is an officer or director of the Grantee and has the authority to sign this Agreement and to bind the Grantee to its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives this _____ day of _____, 20__.

THE GRANTOR:

THE RIGHT RIDER ACCESS FUND, INC.

By: _____

Title: _____

THE GRANTEE:

_____ [PRINT NAME]

By: _____

Name: _____

Title: _____