



## **PLAY60, PLAY ON GRANT AWARD AGREEMENT**

The board of directors of SF SB Legacy, Inc. (“50 Fund”) has authorized 50 Fund to award a \$ grant (the “Grant”) to [ ] (the “Grantee”) under 50 Fund’s PLAY60 Play On, grant program pursuant to the terms outlined below (the “Agreement”), dated as of [ ] (the “Effective Date”). As a condition of receiving the Grant, the Grantee agrees to the following:

### **1. THE PURPOSE OF THE GRANT**

The Grantee will use the Grant to support the specific project described in the attached Grantee application, including the project budget (the “Purpose”). The Grant may not be used in any manner in violation of Section 9 of the Agreement. The parties acknowledge and agree that 50 Fund has the right to withhold all future payments under the Grant in the event that 50 Fund believes in 50 Fund’s sole determination that the Grantee has used any portion of the Grant other than for the Purpose or has otherwise violated any of the provisions of the Agreement. The Grantee shall within 30 days after written notice from 50 Fund remit any portion of the Grant that 50 Fund, in its reasonable discretion, has determined was used in violation of the Agreement, including but not limited to Section 9 of the Agreement, or was not used for the Purpose; provided, that prior to any remittance by Grantee, 50 Fund shall coordinate with Grantee and Grantee shall have the reasonable opportunity to cure the purported violation.

### **2. THE TERM OF THE GRANT**

a. The term of the Grant (the “Initial Term”) commences on the Effective Date and continues for six months. In the event that any unused portion of the Grant exists at the end of the Initial Term, the Grantee must notify 50 Fund in writing 30 days prior to the end of the Initial Term to request a 90-day extension on the same terms and conditions as the Agreement (the “Extension”). Except as set forth in this Section 2(a), promptly upon written notice from 50 Fund, the Grantee shall return any unused portion of the Grant at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Grantee and returned to 50 Fund within 10 days of receipt by the Grantee, the Agreement will be deemed null and void.

### **3. PAYMENT OF THE GRANT**

a. Subject to the conditions set forth herein, 50 Fund will pay the Grant in one (1) installment of \$x (the “Installment Payment”) within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Grantee to accept the Grant on the terms and conditions set forth herein.

### **4. TAX STATUS**

The Grantee confirms that, under the United States Internal Revenue Code of 1986, as amended (the “Code”), the Grantee is exempt from federal income tax under section 501(c)(3) or is a school, municipality or local business.

The Grantee agrees to advise 50 Fund immediately if there is any change in the Grantee’s status during the Initial Term or the Extension, as applicable.

### **5. PROGRESS REPORTS**

The Grantee agrees to provide a progress report to 50 Fund and KaBOOM! no later than 30 days (for grants \$15,000 and higher) from the date of the Installment Payment, describing the goals achieved to date, how the Installment Payment has been spent, the extent to which the Installment Payment did or did not achieve the goals set out in Sections 1 and 13 of the Agreement. The Grantee (all grant amounts) is also required to provide a final report describing the goals achieved to date, the impact of the Grant, and the extent to which the Installment Payment did or did not achieve the goals set out in Sections 1 and 13 of the Agreement.

### **6. RIGHT TO EVALUATION**

50 Fund has the right to evaluate the Grantee’s programs through the services of an evaluation agency during the Initial Term or the Extension, if applicable, at no extra cost to the Grantee (the “Evaluation Agency”). The Evaluation Agency shall provide reasonable notice to the Grantee of any proposed evaluation and its evaluation activities will not unreasonably interfere with Grantee’s normal operation of business. The Grantee shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grantee’s business, properties and personnel as the Evaluation Agency may reasonably request. However, in no event will the Grantee be required to furnish the Evaluation Agency with any confidential documents or information.

### **7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF 50 FUND’S NAME AND LOGO**

50 Fund and KaBOOM! may include information about the Grant and the Grantee in its periodic reports and may make information about the Grant and the Grantee public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. 50 Fund and the Grantee agree that the Grantee may include 50 Fund's name on lists of the Grantee's funders, contributors and/or supporters (the "Grantee Contributor Lists"), and that in each instance in which the Grantee discloses 50 Fund's name, it shall refer to 50 Fund as "50 Fund," and not by any other name or variation of that name. The Grantee Contributor Lists may include information about the amount of the Grant, the goals of the Grant and whether the Grantee is a first-time grantee or a renewal grantee. Grantee shall not use 50 Fund's or KaBOOM!'s name, logo, trademark or otherwise refer to 50 Fund or KaBOOM! in any capacity other than on the Grantee Contributor Lists, including but not limited to press releases and other reports, without the prior written consent of 50 Fund or KaBOOM!, as applicable. Notwithstanding anything to the contrary contained in this Section 7, any announcements or public reports about the Grant by Grantee, other than announcements or public reports published online, shall be limited to distribution in the San Francisco Bay Area.

#### **8. REQUESTS FROM 50 FUND and KaBOOM!**

50 Fund is collaborating with nonprofit organization KaBOOM!, Inc. ("KaBOOM!"), in connection with its awarding of the Grant. KaBOOM! may provide certain limited assistance to 50 Fund in connection with its monitoring and supporting the awarding of the Grant and Grantee's efforts to achieve the Purpose, including in connection with event planning, implementation and promotion. Grantee shall cooperate with 50 Fund and KaBOOM! in connection with such efforts.

50 Fund may request, that the Grantee, participate in a video that showcases the Grantee's project to be funded by the 50 Fund. This video will be produced solely at the expense of the 50 Fund and will be shared via the 50 Fund's social media channels and other manners of distribution at a time determined by the 50 Fund. 50 Fund will make the final video available to the Grantee for their use.

50 Fund may from time to time invite grantees to speak at and participate in 50 Fund events and activities. Participation in such events is neither mandatory nor a condition of the Grant.

50 Fund may also from time to time inquire about volunteer opportunities that may exist with Grantee which could be appropriate for volunteers of SF SB Committee, Inc., the San Francisco Bay Area Super Bowl 50 host committee. Providing such information or pursuing such volunteer opportunities is neither mandatory nor a condition of the Grant.

50 Fund and KaBOOM! may also from time to time request site visits of Grantee's operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the Grant. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Grant.

## **9. LEGAL REQUIREMENTS**

50 Fund requires that the Grantee not use any portion of the Grant for any of the following:

- (a) to operate itself in any manner which is not exclusively related to the Purpose or is not stated in its certificate of incorporation or other comparable organizational documents;
- (b) to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of sections 4945(d)(1) and 4945(e) of the Code);
- (c) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Code);
- (d) for any grant to an individual for travel, study, or other similar purposes (within the meaning of section 4945(d)(3) of the Code), unless such a grant satisfies the requirements of section 4945(g) of the Code;
- (e) for any grant to an organization described in section 4945(d)(4) of the Code unless the requirements of section 4945(h) of the Code (relating to the exercise of expenditure responsibility) are met;
- (f) for unreasonable administrative expenses or for other excessive expenses;
- (g) for any purpose which is not exclusively religious, charitable, scientific, literary, or educational, or to foster national or international amateur sports competition (but not for the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Code);
- (h) to hire or recruit or refer for a fee for employment, or to continue to employ in the United States an alien, knowing that the alien is an unauthorized alien (as defined in 8 U.S.C. §1324a(h)(3) with respect to such employment, as provided under 8 U.S.C. §1324a(a)(1) and (2)); or
- (i) to engage in any illegal, fraudulent or morally reprehensible (as determined in 50 Fund's sole discretion) behavior.

## **10. POLICY OF NON-DISCRIMINATION**

50 Fund is making the Grant on the condition that the Grantee has a written anti-discrimination policy in effect and does not discriminate against people seeking either services or employment based on race, sex, religious creed, color, ancestry, age, sexual orientation, gender, national origin, physical disability, mental disability, medical condition or marital status (the “Anti-discrimination Policy”). In the event that the Anti-discrimination Policy is not in effect and enforceable by law at the time of execution of the Agreement or at any time during the Initial Term or the Extension, if applicable, the Agreement shall be deemed null and void and Grantee will be required to remit any portion of the Grant paid to date to 50 Fund within 30 days.

## **11. LIABILITY INSURANCE**

The Grantee agrees to purchase appropriate general liability insurance, as well as specific liability insurance for the directors and officers of the Grantee, and to maintain this insurance coverage current at all times during the Initial Term and the Extension, if applicable.

## **12. INDEMNITY**

a. 50 Fund may, but is not required to, arrange for Grantee, or make available to Grantee, consulting, advisory, management assistance or other ancillary services (“Other Services”) through its own staff or through paid or volunteer arrangements with other providers of professional services, including KaBOOM! (the “Other Service Providers”). These Other Services will be provided to the Grantee on a temporary, non-binding basis. 50 Fund, the Other Service Providers or the Grantee may terminate the Other Services at any time and for any reason by giving 10 days written notice to the other parties. The Grantee agrees that any action it takes in response to the advice or recommendation of 50 Fund or any Other Service Provider (“Advice”) will be undertaken exclusively at the sole discretion and initiative of the Grantee’s board of directors.

b. The Grantee agrees to save, defend, indemnify, release, and hold harmless 50 Fund, the Other Service Providers and any of 50 Fund’s current and former directors, officers, employees, agents, representatives and any representatives of the Other Service Providers from and against any and all losses, damages, liabilities, deficiencies, claims, diminution of value, interest, awards, judgments, penalties, costs and expenses (including reasonable attorneys’ fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (hereinafter collectively, “Losses”), whether in relation to a third party or in relation to the Grantee, the Grantee’s successors or assigns, or any of the Grantee’s current or former directors, officers, employees, or agents, that arise out of the Agreement, the Grant, Other Services or Advice that 50 Fund or the Other Service Providers provide directly or indirectly to the Grantee. This Section 12(b) is expressly intended, without limitation, to effect an indemnification, waiver and

release, to the fullest extent permitted by law, of any claim of negligence liability against the above-indemnified parties as a result of their providing Other Services or Advice to the Grantee. For the avoidance of doubt, this Section 12 will survive indefinitely the termination of the Agreement and each Other Service Provider will be an intended third party beneficiary hereof and have the right to enforce the Agreement against the Grantee as if it was a direct party hereto.

c. For the avoidance of doubt, nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, agency or similar relationship between 50 Fund and KaBOOM!, and neither 50 Fund nor KaBOOM! shall have any liability whatsoever relating to or in connection with the obligations or performance of such other entity under this Agreement.

### **13. MISCELLANEOUS**

The Agreement constitutes the entire agreement between 50 Fund and Grantee and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*



IN WITNESS WHEREOF, 50 Fund and the Grantee have caused this Agreement to be executed as of the date first written above by their authorized signatories.

*[full legal name of the Grantee]*

Address for Notices:

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_]
[\_\_\_\_\_]

**SF SB LEGACY, INC.**

Address for Notices:

By: \_\_\_\_\_  
Name: Kamba Tshionyi  
Title: Chairman of the Board of Directors

825 Battery Street, 3rd Floor  
San Francisco, CA 94111