

**GRANT SPECIFICATIONS, TERMS AND CONDITIONS**

1. Grant Amount: \$ \_\_\_\_\_

2. Grant Payment Dates:

Date	Payment
_____	_____
_____	_____
_____	_____

3. Use of Funds:

4. Conditions of Grant (if any):

5. Reporting Schedule:

6. Additional Terms and Conditions:

PLEASE NOTE: YOUR GRANT FROM THE BROOMFIELD ROTARY CHARITABLE FOUNDATION IS SUBJECT TO THE "TERMS AND CONDITIONS OF GRANTS" PROVIDED WITH THESE GRANT SPECIFICATIONS. BY SIGNING THIS FORM, THE UNERSIGNED CERTIFIES THAT HE/SHE IS A DULY ELECTED OR APPOINTED OFFICER OF THE GRANTEE AND IS AUTHORIZED TO BIND THE GRANTEE TO THESE GRANT SPECIFICATIONS AND THE TERMS AND CONDITIONS OF GRANTS ATTACHED.

GRANTOR: Broomfield Rotary  
Charitable Foundation

Grantee: \_\_\_\_\_

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

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

**BROOMFIELD ROTARY CHARITABLE FOUNDATION  
TERMS AND CONDITIONS OF GRANTS**

By accepting a grant of fund from the Broomfield Rotary Charitable Foundation (“BRCF” or “Grantor”), you (the “Grantee”) agree to the following terms and conditions upon which your grant from BRCF (the “Grant”) is provided.

1. Grant Specifications. The “Grant Specifications” executed by BRCF and Grantee are made a part of these Terms and Conditions, and incorporated herein by reference as though set forth in full.

2. Use of Grant Funds. Grantee agrees to use Grant Funds only for the purposes and activities specified in the Grant Specifications. Grantee also agrees that Grant funds will be spent only in accordance the “Use of Funds” set forth in the Grant Specifications and the most recent budget given to Grantor as part of Grantee’s grant application (the “Budget”). Any changes to Grantee’s proposed use of funds or Budget must be approved in writing in advance by Grantor.

3. Reports. Grantee shall maintain accurate and complete financial records concerning the use of Grant funds. Grantee shall submit to Grantor, a final report, and if specified in the Grant Specifications, periodic reports, detailing Grantee’s use of Grant funds.

4. Public Announcements. Grantee shall mention Grantor’s funding participation in all subsequent public relations, news features, publications or other media information related to the purpose(s) for which the Grant was provided. Grantee shall promptly forward a copy of any such published materials to Grantor.

5. Notifications to BRCF. Grantee will immediately notify Grantor in writing of (a) any change or threatened change to Grantee’s tax-exempt status, or (b) any actual or anticipated material variance in the use of grant funds from that which was approved.

6. Default, Events of Default, Remedies.

a. Default. Grantee shall be in default if:

(i) Grantee fails to satisfy any Condition of Grant specified in the Grant Specifications;

(ii) Grantee uses Grant funds in any manner that is different from the use of funds specified in the Grant Specifications and Budget unless approved in writing in advance by Grantor;

(iii) Grantee’s status as a tax-exempt charitable organization is revoked (if applicable);

(iv) Any statement of a material fact provided by Grantee to Grantor is false, incomplete or misleading in any material respect, when given; or

(v) Grantee fails to abide by any other term or condition of the Grant Specifications or these Terms and Conditions.

b. Notice, Opportunity to Cure. Following any Default, Grantor shall provide Grantee with written notice of the particulars of the Default, which notice shall specify a reasonable manner of cure, and shall provide a cure period of at least fifteen (15) days. Grantee's failure to cure the Default in the manner and within the time of at least fifteen (15) days specified in the notice shall be an "Event of Default". However, following any Default, until such Default is cured, Grantor shall not provide any further Grant funds to Grantee unless and until the Default is cured to Grantor's satisfaction in Grantor's sole discretion.

c. Remedies. Following an Event of Default, Grantor shall have all rights and remedies available pursuant to applicable law. In addition, Grantor shall be entitled to suspend or terminate provision of any unfunded portion of the Grant Amount, and in Grantor's sole discretion, shall be entitled to an immediate refund of all Grant funds previously disbursed to Grantee with respect to the project that was the subject of the Event of Default. All rights and remedies of Grantor shall be cumulative and not exclusive of one another.

7. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be addressed as follows:

If to Grantor:                   Broomfield Rotary Charitable Foundation, Inc.  
  c/o Bennett M. Sigmond, Secretary  
  Jones & Keller, P.C.  
  1625 Broadway, Suite 1600  
  Denver, Colorado 80202  
  (303) 573-1600 (phone)  
  (303) 573-8133 (fax)  
  [bsigmond@joneskeller.com](mailto:bsigmond@joneskeller.com) (e-mail)

If to Grantee:                    At the address supplied by Grantee to BRCF in the  
  Grant application.