



General Grant Terms, Conditions and Understandings

In addition to the specific terms and conditions in the grant award letter Pikes Peak Community 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 a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the Code), or are a qualified tax-exempt organization such as a school or church:

- Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code 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 Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

Expenditure of Funds

This grant (together with any income earned upon investment of grant funds) 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. If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to the Foundation. You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code. Any request for redirection of grant funds must be submitted to the Foundation in writing and approval is at the Foundation's sole discretion.

Funds awarded do not require a tax receipt and cannot be used to satisfy the payment of a pledge or other personal or corporate financial obligation on behalf of the fund or affiliated donor advisor. Goods or services (memberships, tickets to events, benefits of a personal or corporate nature, etc.) cannot be provided to any individuals or entities as a condition of the grant award.

No Assignment or Delegation

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Foundation.

Records and Reports

You are required to keep a record of all receipts and expenditures relating to this grant and to provide the Foundation with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds should your grant award exceed \$10,000. The Foundation may also require interim reports. Your 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. You also agree to provide any other information reasonably requested by the Foundation. If your organization obtains any audited financial statements covering any part of the period of this grant, please provide a copy to the Foundation as well.

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; (3) any expenditure from this grant made for any purpose other than those for which the grant was intended; or (4) any change occur in your executive or key staff responsible for achieving the grant purposes.

Reasonable Access for Evaluation

You will permit the Foundation and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel, and clients or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

Publicity

You will allow the Foundation 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 may have provided, 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.

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 or any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to you, of the Foundation, or this grant.