

## **Generation W Community Grant Award Usage Agreement**

### Section I – Introduction.

The Generation W Community Grant is given out to Organizations that Generation W feels provide a positive influence on the youth of Northern Minnesota. Any member of the Organization, either youth or adult, may apply for the Generation W Community Grant. If Generation W, upon review, deems your Project worthy of an Award, you will be sent a letter stating the amount of your Award. However, the Organization must accept the following legal contract (the Agreement) prior to disbursement of the Award. This Agreement is summarized on your Award Letter. Please sign the Award Letter and return it to Generation W to receive your Award. Signing the Award Letter indicates your acceptance of the entire Agreement, not just the portion summarized on the Award Letter.

### Section II - Definition of Terms.

Unless otherwise noted, the following definitions will apply to the terms used in this Agreement.

Award shall refer to the check, cash, monetary grant, monetary award, or any other possession that Generation W is giving to the organization selected to receive a Generation W Community Grant.

Agreement shall refer to this legally binding contract between Generation W and the organization selected to receive the Generation W Community Grant. While the Agreement is summarized in the Award Letter, the Organization agrees to accept this entire Agreement, not just the summarized portion.

One month shall refer to thirty (30) calendar days.

Grant Provider shall refer to Generation W, Iron Range Youth in Action, St. Louis County, the University of Minnesota Extension Service, and any such organizations, groups, teams, businesses, and/or corporations that any of the previously mentioned entities may decide to include in this group.

Applicant shall refer to the person(s) who submitted the Generation W Community Grant Application on behalf of the Organization.

Organization shall refer to the team, group, organization, company, corporation, club, or business (including all of its parent companies/organizations, subdivisions, affiliates, employees, members, volunteers, and the parents and/or legal guardians and family members of such employees, members, and volunteers) that applied for the Generation W Community Grant. The Organization may also be referred to as you.

Project shall refer to the specific construction, task, or event for which your Award was intended to be utilized. This is what is stated on the Organization's Generation W Community Grant Application.

Award Letter shall refer to the letter sent to the Organization stating the amount of the Award. By signing such letter, the signer is indicating that he/she, as an authorized representative of the Organization, has read and accepts the entire Agreement on behalf of both himself/herself and the Organization.

### Section III – Conditions of Acceptance.

1. The Award, whether monetary or otherwise, must only be used for the project(s) specified in your grant application.
2. Any unused portion of the Award must be returned to Generation W.
3. The Award is non-transferable. You may not transfer it to another organization or use it for any project other than the one specified in your grant application.
4. It is at Generation W's discretion whether the Award shall be paid to the Organization or to the person/business whose services for which the Award was intended.
5. Generation W reserves the right to request periodic updates regarding the progress of the Project. The organization agrees to provide these updates within one month of receiving such request.
6. A formal "Thank You" letter on the organization's letterhead shall be submitted to Generation W within one month of receipt of the Award.
7. The Award Letter (a summary of this Agreement) must be signed and returned to Generation W before your Award will be issued.

8. All Awards are subject to the Organization's acceptance of the Generation W Community Grant Award Usage Agreement.

Section IV – Disclaimer.

1. The Grant Provider and all of its employees, members, affiliates, volunteers, and any groups, organizations, companies, and/or people that the Grant Provider may decide to include under this category shall be released from any and all responsibility for any and all damage or harm of any kind that may or may not occur as a result of this Award, whether civil, criminal, or otherwise.

2. If acceptance of this Award and/or its associated award usage Agreement is illegal in the state of the Applicant/Organization, it is solely the responsibility of the Applicant/Organization to cancel their application. The Grant Provider is released from any and all responsibility.

Section V – Changes to and Cancellation of the Agreement and/or Award.

1. If the Applicant/Organization breaks this Agreement at any time, they agree to repay (to Generation W) the full amount of the Award within one month.

2. Generation W reserves the right to cancel the Award and/or this Agreement for any/all/no reason(s) prior to the time at which the Award is distributed.

3. Generation W reserves the right to cancel/amend this Agreement for and/all/no reason(s) at any time, even after the Award has been distributed and/or utilized by the Applicant/Organization.

4. The Applicant/Organization agrees to honor any and all future amendments to the Agreement as if these amendments were part of the original Agreement provided at the time of Award notification.

Section VI – Addendum.

This Agreement is a legal contract between Generation W and the Applicant/Organization. The Applicant/Organization must accept the entire Agreement to receive his/her/its Award.