

RICHARD K. AND SHIRLEY S. HEMINGWAY FOUNDATION
GRANT APPLICATION AND AGREEMENT

*Instructions: Please submit two typed copies of this **Grant Application and Agreement** form and all requested supporting information to: The Richard K. and Shirley S. Hemingway Foundation, P.O. Box 11026, Salt Lake City, Utah, 84147 (801) 363-5227. The application must be received by the Foundation before the cut-off date to be considered for the next meeting. The cut-off dates are March 1 and September 1 of each year.*

This "Application and Agreement" is made by and between the Richard K. and Shirley S. Hemingway Foundation and

Grantee's Full Organization Name

The Grantee does hereby submit the following information and makes the following representations:

1. *The correct address, telephone number and principal officers of the Grantee are:*

Street Address:
Mailing Address:
City, State, Zip:
Telephone:
President:
Primary Contact:

2. *Please provide a list of the names and addresses of all officers, directors, and members of the Board of Directors of your organization.*

3. *Please attach copies of your organization's entire audited financial statements (balance sheet income statement, cash flow and notes) from the two most **recent** years, management letters along with management's response and a copy of your most recent Form 990. Also, submit a copy of your strategic plans, if available and your monthly/quarterly in-house financial statements.*

4. *A copy of the Grantee's most current U.S. Treasury Department exemption letter is attached (which must be dated after January 1, 1970). The undersigned represents that said exemption letter and the exemption thereby evidenced are in effect and good standing at this time. The exemption type, number, and date are as follows:*

<u>Treasury Exemption Information</u>		
<i>Type:</i>	<i>EIN</i>	
	<i>Number:</i>	<i>Date:</i>

5. *Please circle which type of charity or foundation (within the meaning of the Internal Revenue Code) you claim to be:*
(a)Public (b)Private Operating Foundation (c)Private (Non-Operating) Foundation

6. *Is your organization listed in the Cumulative List of Organizations published by the Treasury Department?*
() Yes () No

7. Please circle each appropriate area for the grant you are seeking:

<u>Category:</u>	<u>Type:</u>	<u>Impact Area:</u>	<u>Population:</u>
(a) Arts	(a) Education	(a) Local	(a) Children
(b) Environment	(b) Equipment	(b) State	(b) Teens
(c) Educational Programs	(c) Program	(c) Regional	(c) Minority
(d) Healthier Lifestyles			(d) Disabled
(e) Community Programs			(e) General
			(f) Student
			(g) Elderly

8. Please describe in dollars and percentages that amount Grantee seeks from the Hemingway Foundation to fund the project:

- (a) Dollar amount requested \$
- (b) Total to fund the project \$
- (c) Percentage of total project %

9. Describe all additional funding or other sources of funds that will be used to fund this project.

- | <u>(a) Source</u> | <u>Amount Received</u> | <u>Amount Pledged</u> |
|-------------------|------------------------|-----------------------|
|-------------------|------------------------|-----------------------|

(b) Matching funds (please give a full description of any matching funds):

10. Please type, within the space provided, a brief synopsis of your request for funding.

11. Please attach a typewritten proposal and address the following (include two copies):
 - A. **Nature of Grantee.** Please describe the nature of the Grantee organization.
 - B. **Definition of Problem Areas.** Please define the problem or areas that your grant request would address or solve.
 - C. **Purposes of Proposed Grant.** Please describe the reasons for the proposed grant and the objectives, goals, and benefits to be achieved.
 - D. **Impact of Approval of Grant.** Please describe how this Foundation's money would make a positive difference in connection with the problem areas or objectives.
 - E. **Budget.** Attach a proposed budget for the project and describe other sources of funds Grantee intends to use to complete the project.
 - F. **On-Going Funding.** Will this project require on-going funding? If so, describe how you plan to fund this project into the future.
 - G. **Others Working In This Field.** Please describe other persons or organizations who are working to solve the problems or attain the objectives.
12. **Agreement.** In consideration of the grant which may be made by the Foundation to the Grantee, and the Grantee's promises herein contained, the following understandings shall be binding:
 - 12.1 **Effectiveness.** In the event that the Foundation approves a grant to the Grantee, the parties agree that this Application and Agreement shall be in full force and effect pertaining to the granted funds. This Application and Agreement is being made to constitute a legally binding and enforceable agreement on the part of the Grantee to use any funds transferred to it from the Foundation, strictly in accordance with the understandings set forth and to perform other promises contained herein.
 - 12.2 **Use of Granted Funds.** In the event the Foundation approves a grant to the Grantee, the latter agrees to use said granted funds strictly for the purposes set forth in said "Grant Application and Agreement" submitted by the Grantee to the Foundation.
 - 12.3 **Submission of Reports.** The Grantee agrees that within six months of receiving funds from the Foundation, and/or upon the request of the Foundation, the Grantee will submit a written report to the Foundation in the form captioned "Post-Grant Report" which will be mailed to you with the check if your grant is approved. The Post-Grant Report must include information concerning:
 - (a) The use of the donated funds and the progress made toward achieving the objectives for which the grant was made;
 - (b) The impact of the funds granted (how this grant has made a difference);
 - (c) Whether or not the funds were diverted from the purposes of the grant;
 - (d) When and how the funds were expended, including a breakdown of the use of the funds granted based upon the records of the Grantee, detailing all expenditures made from such grant (including salaries, travel and supplies); and
 - (e) If the project received publicity, include a copy or description in your report.

If the grant is not fully expended by the Grantee within six months of the Grantee's receipt of the funds, an interim report shall be made at that time and for each six month period thereafter, until completion of the use of the granted funds, or until the Foundation advises the Grantee, in writing, that such reports will no longer be required. The Grantee is also required to submit a final report on all expenditures from the granted funds.

- 12.4 **Misrepresentation or Failure of Compliance.** In the event it is discovered that there was any misrepresentation contained in any documents submitted by Grantee to the Foundation, or if there is a failure by the Grantee to comply with any obligation of the Grantee or to perform the provisions of this Application and Agreement, the Foundation will be relieved of any obligation to make any payments to the Grantee, and the Grantee agrees that it will promptly repay the Foundation to full amounts of any grants made by the Foundation to the Grantee, plus interest at the highest legal rate from the date said payment or payments were

made by the Foundation to the Grantee, to the date of repayment of the same. Further, the Grantee agrees to pay and reimburse the Foundation for reasonable attorney's fees and costs incurred by it to enforce this Agreement.

- 12.5 **Grant Conditioned on Express Approval By Trustees of the Foundation.** The execution of this Application and Agreement shall not be deemed to constitute a promise, commitment or duty on the part of the Foundation to make a grant to the Grantee. The Application and Agreement is being executed as a proposed Application and Agreement, solely for the purposes of becoming effective in the event the Foundation does in fact approve a grant to the Grantee. The evidence of such approval shall be formal action by the Trustees of the Foundation, and notice of such action by the Trustees of the Foundation being transmitted in writing to the Grantee.
- 12.6 **Restrictions As To Uses of Granted Funds.** The Grantee will use the full amount of the granted funds solely for the purposes specified in this Grant Application and Agreement, and for no other purposes. This restriction relates to the purposes of the grant; and, except as provided in paragraph 10.7, it is the responsibility of the Grantee to select appropriate means by which the grant is used solely for such prescribed purposes, whether directly for its own use or by others selected by it. To the extent that the Grantee pays or distributes any part of the grant to, or uses any part of the grant for any other organization or person, it is understood that the selection of any such recipient has been or will be made solely by the Grantee, and the reference to any such recipient in the Grant Application and Agreement or report in connection with this grant does not constitute an earmarking by the Foundation for the use of any funds to or for any such recipient.
- 12.7 **Restrictions With Respect to Certain Acts.** The Grantee agrees not to use any of the funds:
- (a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Sec. 4945(d)(1) of the Internal Revenue Code;
 - (b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any vote or registration drive (within the meaning of Sec.4945(d) of the Internal Revenue Code);
 - (c) For any grant which does not comply with the requirements of Sec. 4945(d)(3) or (4) of the Internal Revenue Code; or
 - (d) For any purposes other than the ones specified in Sec. 170(c)(2)(B) of the Internal Revenue Code.
- 12.8 **Record Keeping.** The Grantee agrees to maintain its books and records in a manner that satisfies Internal Revenue Code Treasury Regulation Sec.53-4945-5(c)(3) and in such a way that funds from the Foundation will be shown separately on the Grantee's books. Expenditures made by the Grantee in furtherance of the purposes specified in this Grant Application and Agreement must be charged against the grant. The Grantee will maintain records of such expenditures adequate to identify the use of the funds for the specified purposes.
- 12.9 **Private Foundations.** In the event it is determined by the Treasury Department that the Grantee is a private foundation, as distinguished from a public charity, or if in fact the Grantee is a private foundation, the undersigned Grantee agrees that any funds given to it by the Foundation will be completely expended for charitable purposes, during the calendar year in which the donation was made to it by the Foundation, or within 2-1/2 months after the end of such year. If said funds are not fully expended for said purposes within the time limits described above, Grantee agrees to refund and pay to the Foundation all funds received by Grantee from the Foundation which were not expended within said time limits.
- 12.10 **Availability of Grantee's Records.** The Grantee will maintain its records of expenditures from the grant, as well as copies of the reports submitted by it to the Foundation with respect to such grant, for at least four (4) years after completion of the use of the grant. It will make its books and records available to the Foundation at reasonable times during such period.
- 12.11 **Repayment of Grant.** The Grantee will promptly repay to the Foundation any portion of the

amount granted which is not used by the Grantee for the purposes specified in this Grant Application and Agreement or, in the discretion of the Grantee, will hold such portion for repayment of distribution at the direction of the Foundation.

12.12 **Privacy.** The Grantee will hold the Foundation and trustees names and addresses private from any and all lists which are given, loaned or sold to any other entity for any purpose, and specifically, for solicitation.

12.13 **Attachments or Amendments.** Any attachments or amendments made by the grantee to the foregoing items shall be null and void and shall not change the terms of this grant agreement or be a part of this grant agreement.

12.14 **Entire Agreement.** The Applicant agrees that this application including its description of the use of proceeds and other terms, constitutes the entire agreement between the parties and that there are no other or further agreements outstanding not specifically mentioned here. However, the terms of this agreement may be amended, altered, supplemented, or modified By the written agreement of both parties.

In witness whereof the Grantee has signed this instrument on:

The _____ day of _____, 20_____

Grantee: _____
(Name of Grantee Organization)

By: _____
(Signature of Executive Director or CEO)

(Name of Grantee Representative)

Attest: _____
(Secretary of Grantee Organization)

GRANT APPLICATION CHECKLIST

Enclosed (two full copies of each item):

- _____ Signed and completed (all pages) Grant Application and Agreement.
- _____ U.S. Treasury determination letter.
- _____ Most recent Form 990. If not, explanation is attached.
- _____ Most current year and previous year audited Financial Statements.
- _____ Most current year and previous year Management Letter.
- _____ Most current year and previous year Management's response to letter.
- _____ Most current in-house monthly or quarterly in-house financial statements
- _____ A copy of your strategic plan, if available.
- _____ List of Board and Officers.

Avoid the most common errors which will cause your application to be rejected.

Your application will not be processed if any of the following situations occur:

- . Your application was received past the deadline date and time. All applications are due by noon on the deadline date. **Do not request special exemptions from this requirement.** Due to volume, exceptions cannot be made. Any late applications will be held for the next meeting.
- . You have submitted more than one application per calendar year.
- . You have an outstanding Post Grant Report.
- . You did not include two original signed copies of the application. All signatures must be the original and not a copy of the original.
- . You did not include 2 copies of your U.S. Treasury determination letter. The letter must be in the name of the applicant. Derivations of the applicant name are not allowed. Should your proposal be funded, the funds will be issued to the name on the U.S. Treasury letter. Your Treasury letter must be dated after January 1, 1970. Governmental entities are automatically exempt and do not require a Treasury letter.
- . You did not include 2 copies of your most current audited financial statements, management letter, and management response.
- . You did not include 2 copies of your most current monthly or quarterly in-house financial statements.
- . You did not include 2 copies of your most current 990 Tax Return.
- . You did not include 2 copies of your strategic plan (if available)
- . Your application was hand delivered. The Foundation does not accept hand delivered applications. No exceptions.
- . Your application was not submitted on the required form.

It is extremely important to submit your application well before the deadline date.

Many errors can be corrected if sufficient time is allowed. If you want confirmation that your application was received, please include a self-addressed stamped envelope with a request for confirmation. We will not call you to confirm receipt of your application.

If you have any questions regarding our application process please contact our office at (801) 363-5227 or email us at briannej@xmission.com.

All documentation should be submitted to:

The Richard K. and Shirley S. Hemingway Foundation
P.O. Box 11026
Salt Lake City, UT 84147