Forest County Potawatomi Foundation
Grant Agreement

Forest County Potawatomi Foundation ("FCPF"), an entity of the Forest County Potawatomi Community is pleased to approve a grant to the **_____** ("**Grantee**") in the total amount of **$_____** ("**Grant Funds**"), which is made under the terms and conditions set forth in this agreement ("Agreement"). In accordance with the proposal (submitted to FCPF and attached to this Agreement) and any relevant correspondence regarding the proposal, all of which are incorporated by reference and made a part hereof (collectively, the "Proposal"), **Grantee will use the Grant Funds in Support of the "_____" (Program/Project title) with recognition as outlined in the Proposal and this Agreement.**

As a condition of the grant, the parties agree as follows:

1. Term. The term of this Agreement will begin upon the full execution of this Agreement by FCPF and Grantee and will terminate one year after that date, except that certain obligations survive the termination of this Agreement as set forth below.
2. Use of Grant Funds. Grantee agrees to expend the entire Grant Funds for the purposes and according to the budget specified in the Proposal. The Grantee will treat the Grant Amount as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant.
3. Disbursement of Grant Funds. Grant Funds will be disbursed by check to Grantee upon FCPF's receipt of the fully executed Agreement.
4. Amendment of Proposal. FCPF and Grantee may agree in writing to modify the objectives, methods or timeline of the Project, for which Grant Funds have been awarded.
5. Notice of Changes. Grantee will notify FCPF of any of the following:
    a. Any change in key personnel of the Project or Grantee
    b. Any change in address or phone number
    c. Any change in the Grantee's tax-exempt classification under Section 501(c)(3) of the Internal Revenue Code
    d. Any development that significantly affects the operation of the Project or Grantee.
6. Tax Status/Restrictions. Grantee warrants that it is currently exempt from Federal income tax pursuant to Internal Revenue Code Section 501(c)(3) and that it has received no notice or information that the IRS determination letter it has provided with its Proposal has been revoked, modified, suspended or superseded by IRS action or otherwise. FCPF reserves the right to require Grantee to promptly return remaining Grant Funds to FCPF in the following circumstances: (i) if FCPF determines that Grantee has not performed in accordance with the terms of this Agreement, including any misuse of Grant Funds, (ii) if Grantee, at any point is not tax exempt under section 501(c)(3) of the Internal Revenue Code, (iii) to comply with the requirements of any law or regulation applicable to FCPF or Grantee that requires the return of Grant Funds. If the Grant Funds are diverted and used for noncharitable or noneducational purposes, FCPF reserves the right to require the Grantee to repay any portion of the grant funds so diverted and such right shall survive termination of this Agreement.
7. Termination. FCPF may, after written notice to Grantee of its intent to do so, cancel its participation in the Project in the event FCPF, in its sole judgment, finds that:
    a. Grantee has failed to make substantial progress in the completion of the Project; or
    b. Grantee has failed to comply with the terms of this Agreement; or

c. Such cancellation is necessary to comply with the requirements of law; or
d. Grantee fails to qualify as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code; or
e. Grantee is involved in the commission of any act which involves moral turpitude which would tend to bring FCPF into public disrespect or disgrace.

If notice of termination is sent to Grantee due to sub (a) above, FCPF and Grantee may agree to a revision to the Project described in the Proposal or an alternate project may be substituted for the Project. Any agreement to change the Proposal and continue this Agreement must be made in writing and be signed by both parties to be valid. In the event of termination under this Paragraph, the Grantee will return any unspent Grant Funds to FCPF within 15 days.

8. Prohibited Activities. Grantee agrees that no portion of the Grant Funds will be used for any of the following:
   a. to lobby or otherwise attempt to influence legislation;
   b. to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or
   c. to distribute funds to any entity or individual, other than as detailed in the Proposal.

9. Indemnification. Grantee agrees to indemnify and hold FCPF, its officers, directors, employees and agents harmless from and against any and all claims liabilities, losses, damages, costs and expenses, including reasonable fees and disbursements of counsel and amounts paid in settlement in good faith ("Losses"), which may be asserted against, suffered or incurred by any of them and which relate to, arise out of or result from the Project, provided, however, that Grantee shall not be responsible for (a) any action of FCPF, its officers, directors, employees, or agents taken without knowledge or consent of Grantee or (b) any negligent act or omission of FCPF, its officers, directors, employees and agents.

10. Final Report. Grantee will submit a Final Report no later than 30 days after the end of the term of this Agreement. This report will include the following:
    i. A description of the program activities in connection with the Project;
    ii. A description of events that have had a significant effect on the Project;
    iii. An evaluation of the Project;
    iv. A discussion of the degree to which Project objectives were achieved;
    v. A description of any unanticipated effects of the Project; and
    vi. A full financial accounting of the expenditure of the Grant Funds.

Failure to comply with this Paragraph will be taken into consideration by FCPF if Grantee applies for future grants from FCPF, the Forest County Potawatomi Community, Potawatomi Hotel and Casino, or their affiliates. Notwithstanding the Final Report deadline set forth above, Grantee will not be eligible for future grants from FCPF until all Final Reports for prior grants have been submitted to the satisfaction of FCPF.

11. Acknowledgement of Grant. Grantee will notify FCPF of events, presentations, etc. related to the Project, so an FCPF representative may attend. If Grantee allocates admissions or entries to events to FCPF, they may be used by FCPF, the government of the Forest County Potawatomi Community or the employees of Potawatomi Hotel and Casino (an enterprise of the Forest County Potawatomi Community). Productions, videos, displays, exhibits, print materials, etc. should include an acknowledgement of FCPF grant support and if appropriate, the FCPF logo, subject to FCPF's approval of the logo use. Grantee will consult with FCPF thirty (30) days in advance with respect to the manner in which FCPF is to be associated with the Project in publicity materials and the manner in which FCPF's grant is to be recognized.

12. Limited, Nonexclusive License.

a. Subject to paragraph 11, FCPF hereby grants Grantee a limited, revocable, self-terminating, non-exclusive license to use the logo and trademarks of FCPF ("FCPF Logos") from the date of this Agreement until one year after the termination of this Agreement for purposes of acknowledging the FCPF grant. Notwithstanding the foregoing, FCPF Logos may not be used in any manner that, in the sole discretion of FCPF, discredits or tarnishes FCPF's reputation and goodwill, is false or misleading, violates any law, regulation or other public policy, or mischaracterizes the relationship between FCPF and Grantee. Upon FCPF's request, Grantee agrees to send to FCPF representative samples of all materials using the FCPF Logos. Grantee shall immediately discontinue using any materials bearing the FCPF Logos at FCPF's request. Nothing in this Agreement shall be construed or interpreted to grant or assign to Grantee any additional right, title, or interest in any copyright, trademark or trade name of FCPF except such limited right as set forth herein.

b. Grantee hereby grants FCPF, Forest County Potawatomi Community and Potawatomi Hotel and Casino a limited, self-terminating, non-exclusive license to use the name, logo and trademarks of Grantee ("Grantee Marks") from the date of this Agreement until one year after the termination of this Agreement for purpose of publicizing its support of Grantee. Grantee warrants that, to the best of its knowledge, the use of the Grantee Marks by FCPF will not infringe upon any trademark, copyright or other right of any third party and agrees to indemnify and defend FCPF against all claims, liabilities, damages, judgments, decrees, costs and expenses, including but not limited to the cost of lost advertising, and reasonable attorney fees, resulting from each alleged infringement and that Grantee will, at its own expense, defend any such suit or action which may be brought against FCPF.

13. Notices. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be deemed effective on the next business day when personally delivered and sent by a nationally recognized overnight delivery service, e.g. Federal Express, or three (3) days after the date of deposit in the U.S. Mail if deposited in the U.S. Mail by Certified Mail, Return Receipt Requested, with proper postage affixed, to the following address:

a. If to FCPF:

Dr. Brad Kroupa, Executive Director
Forest County Potawatomi Foundation
3136 West Kilbourn Avenue, Suite 300
Milwaukee, WI 53208

b. If to Grantee:

_____ **[Contact Name]**
_____ **[Organization Name]**
_____ **[Contact Title]**
_____ **[Organization Street Address]**
_____ **[City, State]**

14. Audits. Grantee will permit FCPF and its representatives, at FCPF's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel, contractors or others for the purpose of making such financial audits, verifications or program evaluations as FCPF deems necessary or appropriate concerning this Agreement.

15. Miscellaneous.

a. At the request of FCPF, Grantee will provide FCPF with photographs and/or video of activities or events held by Grantee in connection with the Project. Grantee will provide FCPF with releases from any individuals included in those photographs and/or videos which will grant FCPF the right to use the photographs and video to promote the Forest County Potawatomi Community ("Tribe") and FCPF's civic involvement. Should FCPF determine the releases do not grant usage to FCPF it will be the responsibility of Grantee to obtain a release that will allow FCPF usage of the photograph and/or video. Grantee grants FCPF the right to use those photographs and videos in any medium of any nature whatsoever for the promotion of Tribe and FCPF's civic involvement without any compensation being paid to Grantee or any of the individuals included in the photographs or video. Grantee warrants that to the best of its knowledge the use of the photographs and/or video by FCPF will not infringe upon any trademark, copyright or other right of any third party and agrees to indemnify and defend FCPF and its affiliates against all claims, liabilities, damages, judgments, decrees, costs and expenses, including but not limited to reasonable attorney fees, resulting from each alleged infringement and that Grantee will, at its own expense, defend any suit or action which may be brought against FCPF or any of its affiliates by reason of any alleged infringement.

b. All of Grantee's indemnification obligations to FCPF and its affiliates within this Agreement shall survive termination of this Agreement.

c. No failure to exercise and no delay in exercising, on the part of FCPF, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right.

d. This Agreement shall be construed in accordance with the laws of the Forest County Potawatomi Community.

e. Grantee is an independent contractor, free from routine supervision by FCPF as to the methods and procedures and selection of personnel. However, Grantee does hereby warrant and represent that it shall perform its duties according to Grantee's Proposal. The relationship of FCPF and Grantee hereunder shall in no way be construed to create a joint venture or partnership, or to constitute either party as an agent or employee of the other party for any purpose other than as set forth herein.

f. The expiration or termination of this Agreement shall not release either party hereto from any liability, obligation or agreement which, pursuant to this Agreement, is to survive or to be performed after any such expiration or termination.

g. This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent of both Grantee and FCPF. Grantee acknowledges and represents that it completed and submitted to FCPF the Proposal and that all statements therein were true accurate and complete, and remain true, accurate and complete, and that FCPF has relied on such statements in deciding to enter into this Agreement. The titles of any Sections of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content meaning or effect thereof.

h. This Agreement may be executed separately in counterparts, and when so executed, all such counterparts shall be deemed a single instrument binding on all parties hereto notwithstanding the fact that all parties have not signed the same counterpart.

i. This Agreement may be executed and become effective by affixing an electronic signature in the appropriate location and transmitting such electronically signed document to the other party by facsimile or other means permitting an image of the document to be shown (such as electronic "pdf" format). Such electronic signatures shall be deemed originals for all purposes hereunder and such electronically signed copies of this Agreement shall be binding on the parties.

Each of the individuals, who sign this Agreement on behalf of FCPF and Grantee, hereby represents that each such individual is a duly appointed agent or officer, authorized by all proceedings required by law to sign this Agreement.

IN WITNESS WHEREFORE, the parties have executed this Agreement as of the date herein.

FOREST COUNTY POTAWATOMI FOUNDATION	GRANTEE NAME
_____	_____
Dr. Brad Kroupa, Executive Director	Print Name & Title:
	_____
	Signature
_____	_____
Date	Date