

Grant Consideration Agreement

Applicant Organization _____

Contact Name _____

Mailing Address _____

City _____ **State** _____

Zip _____ **Phone** _____

In consideration of being considered for the award of an NRA Foundation State Committee Fund Committee grant, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Applicant/Grantee hereby agrees to the following Terms and Conditions. In the event that The NRA Foundation (hereinafter "Foundation") awards such a grant, these Terms and Conditions herein shall remain in full force and effect until such time as all requirements of the grant have been fully and completely satisfied.

The Applicant/Grantee understands and agrees that the following Terms and Conditions are attached to and govern the distribution of any grant awarded by the Foundation to the Applicant/Grantee.

Terms and Conditions

1. Any grant awarded by the Foundation shall be used solely for the purposes set forth in the application. The Applicant/Grantee hereby certifies that the information contained in the application is true and correct and further certifies that any grant awarded by the Foundation shall be used solely for a 501(c)(3) purpose. It is expressly understood that the Foundation shall make the grant, if the grant is made, based upon the information provided by the Applicant/Grantee.
2. The Applicant/Grantee hereby certifies that it fully understands and shall abide by the Foundation's Guidelines for Application Submission, which are attached hereto and incorporated herein by reference.
3. The Applicant/Grantee organization hereby certifies that it is in good standing and not defunct or in default with any local, state, or federal agency and shall notify the Foundation if it ceases to remain so.
4. Funds not used or committed for the specified purpose of the grant, or not used or committed within any time limit specified in the application, shall be returned to the Foundation. In addition, if the Applicant/Grantee dissolves, disbands, or otherwise ceases to exist or ceases to use any property or equipment obtained as a result of the grant for the purpose for which it was awarded, then the Applicant/Grantee shall contact the Foundation to arrange disposal or transfer of any usable property or equipment obtained with funds awarded under the grant.
5. Applicant/Grantee shall furnish written reports as required by the Foundation with respect to projects and activities financed in whole or in part by the grant, including a summary of funds expended. Such reports shall include, but shall not be limited to, an After Action Report in a form acceptable to the Foundation, a copy of which is attached hereto and incorporated herein by reference.
6. Grant funds shall not be used to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, to carry on any voter registration drive, or used to contribute to any political campaign of any candidate for public office.
7. Grant funds shall not be used for payment of administrative fees, office overhead, or other similar costs or expenses.
8. It is expressly understood that the Applicant/Grantee takes full responsibility in carrying out the project contemplated in the grant application. It is further agreed that the Applicant/Grantee holds the Foundation harmless

from and against any and all liability relating to the effectuation of the grant or in any way arising out of or associated with or related to the grant or grant application or any act or omission of the Applicant/Grantee and, further, that the Applicant/Grantee shall indemnify the Foundation from any claims made or actions taken that are in any way arising out of or associated with or related to the grant or grant application or any action or omission of the Applicant/Grantee.

9. If a grant is awarded, the Applicant/Grantee agrees to place a sign in an appropriate location in recognition of the Foundation's grant award. Publicity associated with any grant awarded by the Foundation in the form of photographs, video, published or printed information, or any other materials, including any information or materials provided by the Applicant/Grantee, may be used by the Foundation in press releases, publications, for the promotion of *Friends of NRA* or other Foundation programs, or in any other manner as determined by the Foundation. The Applicant/Grantee releases the Foundation from any liability resulting from any information or materials provided by the Applicant/Grantee and agrees to indemnify the Foundation from any claims made or actions taken in any way associated with any information or materials provided by the Applicant/Grantee.

10. Any violation of the Terms and Conditions set forth herein shall permit the Foundation to terminate any and all further distributions to the Applicant/Grantee, whether or not such distributions have been properly promised or pledged. Such remedy shall not be the sole remedy available to the Foundation and the Foundation shall retain the right to take any other actions allowable by law.

11. This Agreement and any disputes arising thereunder shall be governed by and construed under the laws of the Commonwealth of Virginia, or, if applicable, federal law. Any action arising under or related to this Agreement, or breach hereof, shall be brought only in a federal or state court sitting within the County of Prince William, the County of Fairfax or the City of Alexandria, in the Commonwealth of Virginia. The parties hereby consent to and subject themselves to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceeding arising hereunder shall lie exclusively with such courts.

Acknowledgment of the Applicant/Grantee to the Terms and Conditions set forth herein must be made by a duly authorized officer of the Applicant/Grantee organization as provided below. Please execute the original and return with your application.

Authorized Officer's Signature _____

Title: _____ Date: _____

If the NRA Foundation approves this grant, make check payable to:

In compliance with IRS regulations, please enclose the following documents with your signed grant application:

- Employer Identification Number (EIN)
- Copy of IRS 501 (c)(3) determination letter if grantee is a charitable organization.
- Completed/signed W-9 form as required by IRS Code. (The W-9 form must be on file before grant funds are released).

Rev: June 2008