



SUPPORT GRANT AGREEMENT

This Support Grant Agreement (the “Grant Agreement”) entered into on this _____ day of _____, 20____ by and between TOWN OF CORNELIUS, a North Carolina municipal corporation (“Town”), and the following Grantee, _____, a North Carolina non-profit corporation (“Grantee”).

WHEREAS, Town is authorized, pursuant to N.C.G.S. §160A-488, to establish and support public museums, art galleries, art centers, arts facilities and arts programs; and

WHEREAS, The Town is authorized, pursuant to The North Carolina Constitution and N.C.G.S. §160A-20.1 to support those carrying out a public purpose that benefits the citizens of the Town of Cornelius; and

WHEREAS, Grantee has applied to the Town for a Support Grant for the Town’s fiscal year _____ by completing the Support Grant Application attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the Town has reviewed Grantee’s grant Application and awards to Grantee a grant award subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of the Parties and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Grantee agree as follows:

1. Grant Award. The Town hereby grants to Grantee a Support Grant for fiscal year _____ in the amount of \$_____.
2. Use of Grant Awards. Grant Awards are to be used by Grantee solely for those purposes more particularly described in the Support Grant Application submitted by Grantee, attached hereto as Exhibit A and incorporated herein by reference.
3. Funding Period. Each funding period for the Grant Award begins on July 1 and terminates on June 30 (the “Annual Funding Period”).
4. Payment of Grant Award. The Town shall pay the Grant Award to Grantee in four (4) equal quarterly installments during each Annual Funding Period, payments to be processed on the last day of July, October, January, and April of the fiscal year for which a grant is awarded.

5. Annual Reporting Requirements. Grantee shall submit a Final Report to the Town no later than October 1 of the Town's following fiscal year. The Final Report shall describe with particularity how the Grant Funds were expended. Grantee shall retain and keep safe financial and other records that corroborate the information contained in the Final Report (invoices, receipts, pay vouchers, etc.) for a period of no less than five years. The Town shall have the authority to review these financial records from time to time.
6. Material Failure to Perform. The Town shall have no obligation to pay the Grant Award or any remaining portion thereof should Grantee fail to provide required financial reporting (annual audit report within 6 months of the completion of the audited fiscal year) or should Grantee materially fail to comply with Exhibit A. In the event of such material failure, Grantee shall return the full amount of the Annual Grant Award already paid to Town.
7. Compliance with Laws. Grantee shall comply with all state and federal laws, ordinances, rules and regulations including but not limited to related to those laws governing discrimination, project implementation and the expenditure of funds. Grantees who do not comply with these regulations may be ineligible for future funding.
8. Operation Deficits. The Town shall not be responsible for nor liable for operating deficits of Grantee.
9. Indemnification. Grantee assumes sole responsibility and liability, and will defend, indemnify, and hold Town harmless from and against all liabilities, fines, suits, claims, demands, actions, injuries, damages, judgments, costs, expenses, penalties or losses of any kind or nature whatsoever (including without limitation for damage to real or personal property, and/or or injury or death to a person) (collectively, the "Liabilities") caused by, arising out of, or in any manner related to the operation, management, occupancy and/or use of the Grantee's facilities, including from intentional or negligent acts by Grantee or its agents, employees, licensees, contractors, patrons, guests, invitees, customers and other visitors, or the public; provided, however, that Grantee shall not be liable to Town for liabilities arising from or directly related to Town's gross negligence or willful misconduct. Grantee waives all claims against Town for liabilities arising from or related to the Grantee's facilities, except for claims arising from or directly related to Town's gross negligence or willful misconduct. Grantee's indemnity obligations pursuant to this Section shall survive the termination or expiration of this Agreement.
10. Severability and Duration. If any provision of this Agreement is deemed or declared illegal, unenforceable, or invalid, such provision will be read out of this Agreement, and will not affect the validity of any other provision or give rise to any cause of action of the parties against the other, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. Waiver. Any waiver at any given time of any term or condition of this Agreement, or the failure to take action with respect to any breach of any such term or condition, will not be deemed to be a waiver of the term or condition with regard to any subsequent breach of the term or condition, or of any other term or condition of the Agreement.
12. Modifications. This Agreement may be modified, altered or amended only by written agreement executed by Town and Grantee.
13. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the state of North Carolina, without giving effect to the conflict of laws and rules thereof. The language in all parts of this Agreement will be, in all cases, construed according to its fair meaning and not strictly for or against Town or Grantee.
14. Waiver of Jury Trial. The Parties waive trial by jury in any action, proceeding or counterclaim brought by or against the other with respect to any matter arising out of or in connection with this Agreement.
15. Relationship. The parties agree that neither any provision of this Agreement nor any act of the parties shall be deemed to create any joint venture relationship or other partnership agreement between Grantee and Town.
16. Time of the Essence. Time is of the essence for each of the provisions of this Agreement.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one Agreement. Signatures may be exchanged by copy, or with original signatures to follow. Each party shall be bound by its own copied signature and shall accept the copied signature of the other party.
18. Performance of Government Function. Nothing contained in this Agreement shall be deemed or construed to estop, limit, or impair Town from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal in Cornelius, North Carolina, as of the Effective Date.

Signature of Authorized Representative	Date
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Federal Identification #

Town of Cornelius

Signature of Authorized Representative Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Authorized Finance Officer Date