GRANT FUNDING AGREEMENT

The Town of Berlin ("Town") will pay $_____ ("Grant") to _____ ("Grantee"), and Grantee accepts the Grant, on the terms and conditions set forth herein.

1.   Purpose of Grant

(a)   Grantee shall use the grant for the purpose(s) set forth herein, and for no other purpose. Specifically, the Grantee shall use the funds to provide _____.

(b)   This is an ongoing program that will continue beyond _____.

2.   Report

(a)   By _____ or within 90 days after completion of the program or project, whichever is earlier, Grantee will present a final written report to the Town Administrator that:

(i)   Describes the results of the program or project funded by the grant;

(ii)   Evaluates the results of the program or project funded by the grant; and

(iii)   Provides an accounting of the use of the grant funds.

(b)   Grantees may be requested to present the report at a regular Mayor and Council meeting.

(c)   If the program or project is not completed by _____, Grantee shall present an interim report by then describing the status of the program or project and its expected completion date.

3.   Representations

Grantee represents as follows and acknowledges that the Town is relying on the truthfulness of each of these representations to make the Grant.

(a)   Grantee's mission is to provide _____;

(b)   Grantee's mission provides a public benefit to the communities of a defined geographic area that encompasses the Town of Berlin;

(c)   Grantee is recognized by the Internal Revenue Service (IRS) as tax-exempt under Internal Revenue Code Section 501 (c) (3) (a corporation organized and operated exclusively for religious, charitable, literary, scientific, or educational purposes) or Section 501(c)(6) (a chamber of commerce), or is a governmental entity;

(d)   Grantee's governing board has adopted policies and procedures to assure that the terms and conditions of all grants are satisfied.

4.   Restrictions

Grantee acknowledges and agrees to each of the following:

(a)   The grant cannot be used to fund existing obligations, debts or liabilities;

(b)   Town has no obligation or commitment to provide any additional support to the grantee;

(c)   The grant may not be used for any political campaign or to support attempts to influence the legislature or any governmental body other than through making available the results of nonpartisan analysis, study and research;

(d)   The grant may not be used to promote the teachings of any religion or church denomination; and

(e)   Grantee will not use the grant on any program or project that discriminates on the basis of race, color, religion, gender, age, weight, height, sexual orientation, marital status, national origin, disability or other characteristic protected by law.

(f)   Grantee will not unlawfully discriminate against qualified employees with respect to any terms or conditions of employment based on any characteristic of a person that is protected by federal or state law prohibiting discrimination in employment, whether actual or perceived, including but not limited to race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

5.   Release of Liability

(a) The Town of Berlin shall be released from any and all liability stemming from the activities of the organization, whether such activities are funded under this agreement, or otherwise undertaken by the organization.

6.   Notices

(a)   Manner of Giving Notice: All notices to be given under this Agreement shall be in writing and either delivered personally or sent by first class mail through the U.S. Postal Service, postage prepaid, to:

To Town: Town of Berlin Attn: Town Administrator 10 William Street Berlin, MD 21811	*To Grantee:*

7. Entire Agreement

This document constitutes the entire agreement between the parties, and supersedes all prior statements, negotiations and promises. Any modification of this agreement shall not become binding unless and until it is signed by the parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have made this Agreement as of the date last signed below.

Dated: _____   _____

                                        By: _____

                                        _____
                                        Printed Name and Title

Dated: _____   TOWN OF BERLIN

                                        By: _____
                                            Mayor Gee Williams