

**CHARITABLE GRANT AGREEMENT**

**GRANT AGREEMENT SUMMARY & SIGNATURE PAGE**

Laguna Honda Hospital Volunteers, Inc., a California non-profit public benefit corporation dba CityBridge Laguna Honda (“CityBridge Laguna Honda”), agrees to make the grant (the “Grant”) described in this Grant Agreement Summary & Signature Page (“Summary”) to \_\_\_\_\_ (“Recipient”), and Recipient agrees to accept such Grant, in accordance with the terms and conditions of this Summary, the General Terms & Conditions of Grant Agreement attached hereto as **Exhibit A** (“General T&C”), and the Grant Rider attached hereto as **Exhibit B** (“Rider”), and the proposal attached hereto as **Exhibit C** (“Proposal”) (collectively, the “Agreement”).

- 1. **Grant Funds:** \$ \_\_\_\_\_ (“Grant Funds”).
  
- 2. **Disbursement Schedule:** The Grant Funds will be disbursed to Recipient as follows:
  
- 3. **Charitable Purposes:** Funding the following during the Term: \_\_\_\_\_ (the “Charitable Purposes”).
  
- 4. **Term:** This Agreement will be effective on the date of the last signature hereto (“Effective Date”) and shall remain in effect until the one-year anniversary of the Effective Date, unless modified or sooner terminated as provided in this Agreement (the “Term”).
  
- 5. **Contact Information for Notices:**
  - To CityBridge** Laguna Honda Hospital Volunteers, Inc.
  - Laguna Honda:** 2440 West El Camino Real, Suite 300  
Mountain View, CA 94040
  - Attn:
  - E-mail:

**To Recipient:**

**[Remainder of Page Intentionally Left Blank**

**Signature Page to Follow]**

**Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CityBridge Laguna Honda**

**Recipient**

Laguna Honda Hospital Volunteers, Inc., a  
California non-profit public benefit corporation

**By:** \_\_\_\_\_  
**Name:**  
**Title:** President

**By:** \_\_\_\_\_  
**Name:**  
**Title:** Executive Director

**By:** \_\_\_\_\_  
**Name:**  
**Title:** Allocations Chair

## EXHIBIT A

### GENERAL TERMS & CONDITIONS OF GRANT AGREEMENT

#### 1. CHARITABLE PURPOSES.

(a) Recipient agrees it will use the Grant Funds exclusively for the Charitable Purpose and that the Charitable Purpose is in furtherance of Recipient's tax-exempt purposes within the meaning of Section 501(c)(3) of the Code. Recipient will not use any portion of the Grant Funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any improper private inurement or private benefit to occur, or to take any other action inconsistent with Recipient's tax-exempt status under Section 501(c)(3) of the Code. Recipient acknowledges that CityBridge Laguna Honda has not earmarked the Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Any portion of the Grant Funds that is not expended or committed for Charitable Purposes or which are expended for any purpose that violates this Agreement must be returned to CityBridge Laguna Honda. Recipient will promptly repay any portion of the Grant Funds which for any reason is not used exclusively for the Charitable Purposes and otherwise in accordance with the terms of this Agreement.

(b) Recipient agrees to administer and disburse the Grant Funds in compliance with all applicable United States financial sanctions and embargo programs as well as related U.S. laws that prohibit money laundering or any activity that facilitates money laundering or the funding of terrorist or criminal activities and any other applicable laws, regulations, rules, and executive orders in countries in which the Parties are transacting business. By accepting this Grant from CityBridge Laguna Honda, Recipient certifies that all of the Grant Funds will be used in compliance with all statutes, executive orders, and regulations restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, and individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of

Foreign Assets Control ("OFAC"), including the OFAC Specially Designated Nationals ("SDN") list.

#### 2. TERMINATION; EFFECT

(a) **Termination Without Cause.** During the Term, either party hereto may terminate this Agreement and the Grant hereunder for convenience and without cause by providing written notice to the other of its intent to terminate, no later than ten (10) days before the proposed effective date of such termination. If this Agreement and the Grant hereunder is terminated pursuant to this **Section 2(a)**, Recipient will reimburse CityBridge Laguna Honda any funds it received from CityBridge Laguna Honda under this Agreement but remain unexpended as of the date of the termination notice, except for those funds needed to pay for non-cancelable obligations; *provided*, that Recipient will use its good faith efforts to mitigate and minimize any non-cancelable obligations and cease to expend Grant Funds after the date of the termination notice.

(b) **Termination for Cause.** Notwithstanding the foregoing, CityBridge Laguna Honda may terminate this Agreement and the Grant at any time by giving Recipient written notice if: (i) Recipient ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code; (ii) Recipient's status as not a private foundation under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(b) organization is materially altered; (iii) in CityBridge Laguna Honda's sole judgment, Recipient becomes unable to carry out or is no longer willing or able to use the Grant for the Charitable Purposes; (iv) Recipient's failure to cure a breach of this Agreement within ten (10) days after receipt of notice from CityBridge Laguna Honda specifying the breach in reasonable detail; or (v) Recipient's use of the Grant Funds for any purposes other than the

Charitable Purposes and those specified in Section 170(c)(2)(B) of the Code.

**(c) Termination for Insolvency or Dissolution.** In addition, CityBridge Laguna Honda may terminate this Agreement and the Grant at any time by giving Recipient written notice if: (i) if Recipient becomes insolvent, generally does not pay its debts as they become due, or files a voluntary petition (or consents to an involuntary petition or an involuntary petition is filed and is not dismissed within sixty (60) days) under any bankruptcy, insolvency, or similar law; (ii) upon any appointment of a receiver for all or a substantial portion of Recipient's business or operations; (iii) upon any assignment of all or substantially all of the assets of Recipient for the benefit of creditors; or (iv) if Recipient is dissolved or liquidated.

**(d) Effect of Termination.**

**(i)** Recipient will repay to CityBridge Laguna Honda any portion of the Grant Funds which is not used exclusively for the Charitable Purposes and those specified in Section 170(c)(2)(B) of the Code prior to the expiration of the Term or any approved extension thereof.

**(ii)** If this Agreement and the Grant hereunder is terminated prior to the expiration of the Term because of Recipient's use of Grant Funds or any portion thereof for purposes other than the Charitable Purposes and those specified in Section 170(c)(2)(B) of the Code, Recipient will promptly reimburse CityBridge Laguna Honda for: (a) the misused Grant Funds plus interest thereon at the rate of seven percent (7%) per annum from the date of CityBridge Laguna Honda's disbursement; and (b) any Grant Funds that have been received by Recipient from CityBridge Laguna Honda under this Agreement but remain unexpended at the time of termination, except for those funds needed to pay for non-cancelable obligations; *provided*, that Recipient will use its good faith efforts to mitigate and minimize any non-cancelable obligations.

**(iii)** If CityBridge Laguna Honda terminates this Agreement and the Grant hereunder prior to the expiration of the Term for any other reason

pursuant to **Section 2** hereof, Recipient will repay CityBridge Laguna Honda within thirty (30) days after such termination any portion of the Grant Funds unexpended as of the effective date of such termination notice and all Grant Funds expensed for the purpose or items allocable to the period of time after the effective date of such termination, unless those costs are for non-cancellable obligations that were reasonably incurred for the Charitable Purposes, prior to receipt of a notice to terminate *provided*, that Recipient will use its good faith efforts to mitigate and minimize any non-cancelable obligations.

**(iv)** Upon the expiration or termination of this Agreement for any reason and CityBridge Laguna Honda's request, Recipient will provide CityBridge Laguna Honda with a full accounting of the receipt and disbursement of funds and expenditures incurred under this Agreement as of the effective date of such expiration or termination.

**(v)** **Sections 5** of the Summary and **1, 2, 3, 6, 8, 9, 10,** and **11** of these General T&C will survive termination or expiration of this Agreement and remain in effect until they terminate according to their terms or until the Parties agree to terminate these provisions.

**3. ACCOUNTING; REPORTING; AUDIT.**

**(a) Reports.** Recipient will track the Grant Funds in a manner that allows CityBridge Laguna Honda to review Recipient's receipt, use, and expenditures of the Grant Funds. Upon CityBridge Laguna Honda's request (but in no event less than on a quarterly basis during the Term), Recipient will supply CityBridge Laguna Honda with a written report based upon the records of Recipient showing the use and expenditure of the Grant Funds in accordance with this Agreement.

**(b) Record-Keeping.** Recipient agrees to maintain its books and records in such a way that the Grant Funds will be shown separately on Recipient's books. Recipient will maintain books and records of its expenditures in furtherance of the Charitable Purposes adequate to identify the use of the and expenditure of the Grant Funds for the Charitable Purposes. All pertinent books,

records, and materials, including, but not limited to, invoices, purchase orders, agreements, contracts, general ledgers, financial statements, and worksheets supporting the expenditures and allocations of Grant Funds shall be retained by Recipient for a period of at least four (4) years following the expiration or termination of this Agreement and the Grant hereunder, or as otherwise required by state and federal law (“Document Retention Period”).

**(c) Audit.** During the Term of this Agreement and the Document Retention Period, CityBridge Laguna Honda, upon reasonable prior notice to Recipient, may inspect Recipient’s books and records solely to the extent necessary to verify Recipient’s compliance with this Agreement. To this end, Recipient will provide CityBridge Laguna Honda with access to, and any assistance and information that CityBridge Laguna Honda may require and is otherwise necessary to enable CityBridge Laguna Honda to audit and confirm compliance with the provisions of the Agreement and applicable laws, including, but not limited to, that Recipient used and expended the Grant Funds exclusively for the Charitable Purposes. CityBridge Laguna Honda will bear the full cost and expense of any audit performed by CityBridge Laguna Honda unless such audit discloses Recipient’s used or expended any portion of the Grant Funds for purposes other than the Charitable Purposes or otherwise in breach of this Agreement, in which case Recipient will bear the full cost and expense of such audit.

**4. REPRESENTATIONS & WARRANTIES.** Recipient represents and warrants to CityBridge Laguna Honda the following is true and correct as of Effective Date and shall be true and correct through the term of this Agreement:

**(a) Organization.** Recipient is duly formed or organized, validly existing, and in good standing under the laws of the jurisdiction of its formation or organization and is registered or qualified to conduct business in all other jurisdictions in which the failure to be so registered or qualified would materially and adversely affect the ability of Seller to perform its obligations hereunder.

**(b) Tax Exempt Status.** Recipient: (i) is a tax-exempt charitable organization under Section 501(c)(3) of the Code, qualified to receive charitable contributions; (ii) is in compliance with all applicable laws, regulations, statutes, and other legal requirements of any governmental, municipal, statutory, or regulatory authority, and has not received any notice or communication from any governmental authority regarding any actual, alleged, or potential violation of or failure to comply with any laws or other legal requirements; (iii) it will exercise due care and act in good faith at all times in performance of its obligations under this Agreement.

**(c) No Conflict.** The execution and delivery of this Agreement, and the performance by Recipient of its obligations thereunder will not conflict with or be a breach of any provision of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Recipient is subject; and Recipient has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery, and performance by Recipient of this Agreement.

**(d) Power & Authority.** Recipient has the power and authority to execute, deliver, and perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery, and performance. Recipient’s execution of this Agreement and its performance of its obligations hereunder are not subject to any further approval, vote, or contingency from any person or committee. Assuming due authorization, execution, and delivery by Recipient, this Agreement and all obligations of Recipient thereunder are the legal, valid, and binding obligations of Recipient, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**(e) No Violations.** Recipient’s execution, delivery and performance under this Agreement

does not: (i) violate any provision of applicable laws, rules, or regulations currently in effect; (ii) violate any judgment, decree, writ, injunction, award, determination or order currently in effect that names or is specifically directed at Recipient; and (iii) require the consent, approval, order or authorization of, or any filing with or notice to, any court or other governmental authority.

**5. INSURANCE.** Recipient, at its sole cost and expense, will maintain adequate insurance to cover any liabilities which may arise from or are in connection with its use of the Grant Funds, or other projects and programs funded thereby under this Agreement. Upon request, Recipient will provide CityBridge Laguna Honda with certificates of insurance or evidence of coverage. Recipient's insurance coverage will be considered primary without right of contribution to CityBridge Laguna Honda's insurance policies. Recipient's insurance coverage, however, will not limit Recipient's liability under this Agreement.

**6. INDEMNITY & LIABILITY.**

**(a) Indemnification.** Recipient will indemnify and hold CityBridge Laguna Honda and its directors, officers, members, employees, and agents (collectively, the "CityBridge LH Indemnitees") harmless from and against any and all damages, losses, liabilities, judgments, penalties, costs, and expenses (including reasonable attorneys' fees) incurred by any CityBridge LH Indemnitee arising from any third party claims, actions, suits, proceedings, or demands that are based upon or relate to: (a) Recipient's breach of this Agreement; (b) Recipient's fraud, negligence, willful misconduct, or violation of any laws; and (c) any act or omission of Recipient or Recipient's Personnel in connection with any project or program funded by the Grant Funds in accordance with this Agreement, including, without limitation, any property damage, personal injury, or death related to or arising out of any project or program funded, in whole or in part, by the Grant Funds in accordance with the terms and conditions of this Agreement.

**(b) Limitation of Liability.** The Parties agree the liability of CityBridge Laguna Honda will be limited to the payment of the Grant

pursuant to this Agreement and that CityBridge Laguna Honda will have no other duties or obligations (financial or otherwise) to Recipient or any other person. Furthermore, in no event shall CityBridge Laguna Honda be liable for any indirect, incidental, consequential, special, exemplary or punitive damages however arising whether or not that party was aware of the possibility of those damages and despite the failure of essential purpose of any limited remedy stated in this Agreement.

**7. COMPLIANCE WITH LAWS.** In connection with Recipient's use of the Grant Funds for the Charitable Purposes and carrying out any projects and programs funded thereby under this Agreement, Recipient agrees it will, and will cause its employees, contractors, and agents (collectively, "Recipient Personnel") to comply and adhere to all applicable federal, state, and local laws, regulations and ordinances, ethical standards, procedures of regulatory, governmental authorities, and oversight bodies, and Recipient's policies in performance of Grant activities. These include but are not limited to federal anti-discrimination laws, conflict of interest standards, ethical requirements, institutional employment standards, and anti-terrorism laws. Recipient does not, and will not, discriminate against any individual or entity on the basis of any protected characteristic. Recipient is an equal-opportunity employer, does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by law and will not so discriminate in manner in connection with the use of the Grant Funds for the charitable purposes and any projects or programs funded thereby pursuant to this Agreement.

**8. RELATIONSHIP OF PARTIES.**

**(a) Independent Entities.** Each of the Parties enter this Agreement solely on its own behalf, acting as an independent entity. This Agreement does not grant either party the right or authority to make any statements, representations, or commitments of any kind for the other or take any other action which will be binding on the other party, implied or otherwise, and does not create a joint venture, partnership, fiduciary or

employer-employee relationship between the Parties for any purpose. The Recipient agrees Recipient and Recipient Personnel will not be entitled to any compensation, options, stock or other rights or benefits accorded to CityBridge Laguna Honda's employees (if any), waives any right to them and promises never to claim them.

**(b) Background Checks.** Recipient will be responsible for performing background checks of Recipient Personnel who will be performing any services in connection with any project or program funded by the Grant Funds to ensure compliance with this Agreement. Recipient will require Recipient Personnel to provide prompt notice of any change of status after the initial background check and will promptly notify CityBridge Laguna Honda of any such change of status.

**(c) Material Developments.** Recipient will promptly notify CityBridge Laguna Honda of: (a) any changes in its status as a tax-exempt organization under Section 501(c)(3) of the Code; (b) any changes in Recipient's senior management team or key personnel responsible for carrying out the Charitable Purposes; or (c) filing of any litigation or any other development that has or could have a material effect on its ability to carry out the Charitable Purposes.

## **9. CONFIDENTIALITY; PUBLICITY.**

**(a) Publicity.** Recipient agrees it will not use CityBridge Laguna Honda's name, logo or trademarks, or issue any public announcements, or confirm or comment on any information, public or otherwise, concerning CityBridge Laguna Honda or its business, regarding this Agreement without the prior written consent of CityBridge Laguna Honda, which consent may be withheld in CityBridge Laguna Honda's sole and absolute discretion.

**(b) Confidentiality of Agreement.** Recipient agrees to maintain the existence and terms of this Agreement in confidence to the maximum extent allowed by law. Recipient will not make any further disclosure of these matters except: (a) to its own attorneys, accountants, and insurers; (b) in state or federal tax returns or proceedings; (c) in proceedings to enforce this Agreement; or (d) as otherwise required by law

or permitted by this Agreement. If Recipient believes it may be required by law to disclose any matter that is the subject of this Agreement, the existence thereof, and the terms, conditions, and covenants thereof will provide CityBridge Laguna Honda with advance notice of the proceeding or circumstances in which disclosure is or may be required, and with an opportunity to seek a protective order or otherwise object to the disclosure.

**10. GOVERNING LAW; JURISDICTION.** The rights and obligations of the Parties and the interpretation and performance of this Agreement will be governed by the law of the State of California, without reference to conflict of law principles. The Parties submit and irrevocably consent to the exclusive jurisdiction of the federal and state courts for the State of California, county of San Francisco, and agree not to raise and irrevocably waive, to the fullest extent permitted by law, any objection based upon *forum non conveniens* or any other objection it may now have or hereafter have to such jurisdiction or venue.

## **11. MISCELLANEOUS.**

**(a) Entire Agreement; Amendment; Waiver.** The Summary, General T&C, Rider, and Proposal (i.e., the Agreement) constitutes the final, complete, and exclusive statement between the Parties pertaining to the terms of the Grant to Recipient, supersedes all prior and contemporaneous understandings or agreements of the Parties. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless that agreement is in writing, is signed by the Parties, and specifically states the agreement modifies this Agreement. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right hereunder.

**(b) Authority.** Each individual signing this Agreement on behalf of a corporation, limited liability company, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or

organization and that this Agreement is binding upon the same in accordance with its terms.

**(c) Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing. Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English, and will be effective when received.

**(d) Attorneys' Fees.** In any litigation or other proceeding by which one party hereto either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable legal fees, together with any costs and expenses, to resolve the dispute and enforce the final judgment.

**(e) Assignment.** Recipient may not assign or transfer, by operation of law, court order, or otherwise, this Agreement, the Grant hereunder, or any other rights or obligations under this Agreement without the written consent of CityBridge Laguna Honda, which consent may be withheld in Recipient's sole discretion. Subject to the preceding sentence, this Agreement and the rights and obligations hereunder shall bind and inure to the benefit of any permitted successors and assigns.

**(f) Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably necessary to effect

the intent of the parties hereto. The Parties shall use all reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

**(g) Cumulative Rights.** The rights and remedies of the Parties under this Agreement are cumulative, and either party may enforce its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

**(h) No Third-Party Beneficiaries.** No person other than the Parties shall be entitled to any benefits under the Agreement, except as otherwise expressly provided herein (e.g., the CityBridge LH Indemnitees).

**(i) Conflict; Definitions; Exhibits.** If there are any inconsistencies between the Summary and these General T&C, the terms of the Summary shall control and govern. Unless otherwise expressly defined in these General T&C, all capitalized words shall have the meanings specified in the Summary. **Exhibits A, B, and C** are incorporated herein by reference.

**EXHIBIT B**

**GRANT RIDER**

**1. GENERAL PROVISIONS.** This Grant Rider sets forth certain provisions particular to the Grant and Charitable Purposes. If there are any inconsistencies between the Summary and the General T&C *on the one hand* and the provisions of this Grant Rider *on the other hand*, the provisions of this Grant Rider shall prevail and control. Unless otherwise expressly defined in this Grant Rider, all capitalized words shall have the meanings specified in the Summary and General T&C.

**2. [Insert Grant Specific Terms/Conditions/Provisions]**

**EXHIBIT C**

**PROPOSAL**

**[See Attached]**