

# TRAVELING GUITAR FOUNDATION

## Schools Grant Agreement

### 1. Parties

Traveling Guitar Foundation, a New Jersey non-profit corporation (“TGF”), and \_\_\_\_\_ (“Recipient”) agree as set forth in this Schools Grant Agreement (collectively with the attached Terms and Conditions, this “Agreement”).

### 2. Grant Award

Subject to the terms of this Agreement, TGF shall award the Recipient a grant of goods and/or resources as set forth on the final, approved grant application, “wish list” or other final, approved list, which shall be attached as Schedule I to this Agreement.

### 3. Project Purpose

The purpose of the grant, as more fully stated in the attached Terms and Conditions, is to provide musical instruments and other music resources to supplement and improve Recipient’s school music curriculum in order to foster greater student interest and development in music education.

### 4. Grant Date

The grant award shall occur on or about \_\_\_\_\_, 201\_\_ and the awarded goods, services and/or resources shall be incorporated into Recipient’s music curriculum not later than the dates set forth in the attached Terms and Conditions.

### 5. Grant Terms and Conditions

The Recipient agrees to be bound by all of the Terms and Conditions attached hereto.

### 6. Contact Information

The contact information for the Recipient for all information pertaining to this grant is:

Name of Entity: \_\_\_\_\_  
 Street/PO Box: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
     Phone: \_\_\_\_\_  
     Fax: \_\_\_\_\_  
     E-mail: \_\_\_\_\_

Recipient	Traveling Guitar Foundation
Name of Organization: _____  I certify that I am legally authorized to sign and submit this Grant Agreement and commit the organization to the project described herein.	Address: P.O. Box 394 Tennent, NJ 07763 Contact Person: Damon Marks, President Phone: (908) 922-6781 E-Mail: dm@travelingguitarfoundation.org
Authorized Signature	Signature
Printed Name and Title	Printed Name and Title Damon Marks, President
Date	Date
Organization’s Tax ID Number	

## TRAVELING GUITAR FOUNDATION

### TERMS AND CONDITIONS

The following terms and conditions (together with the cover page hereto, this “**Agreement**”) shall govern all grants awarded by Traveling Guitar Foundation (“**TGF**”) to the recipient of such grants (a “**Recipient**”).

1. **Background.** TGF is a not-for-profit corporation organized for religious, charitable, scientific literary and educational purposes as such purposes have been determined by the Internal Revenue Service to be exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986. TGF’s purpose in awarding the goods and/or resources governed by this Agreement is generally to promote music education to students enrolled in public middle and high schools in the U.S. by providing direct grants of musical instruments and related equipment and/or music educational assistance to approved schools. For avoidance of doubt, TGF does not award funds or monies pursuant to any grant request or otherwise.

2. **Grants.**

a. Grants may be made by Recipient to TGF pursuant to a written application (the form of which is available on the Internet at <http://www.travelingguitarfoundation.org/Traveling-Guitar-Foundation-Application-Form.pdf>) for goods and/or resources (a “grant request”), subject to the provisions herein, and are expressly conditioned upon the Recipient’s agreement to ensure that that all goods and/or resources awarded shall be used solely for the purposes described in Section 3 of this Agreement.

b. Any such grant made by TGF to the Recipient, or any promise of a grant, shall be made subject to the availability of relevant goods and/or resources. TGF shall have no liability whatsoever to the Recipient if it determines for any reason whatsoever not to make available to Recipient all or any part of the goods and/or resources to be provided under this Agreement or any future grant agreement.

3. **Purpose of Grant(s).** The purpose of the grant(s) (the “**Activities**”) shall be to advance the work of the Recipient, including without limitation the purposes listed below and as may be further provided in an approved grant request::

a. to perform at the Recipient’s school(s) in a way that includes and involves students and demonstrates that music can be a fun, healthy way to express themselves, thus stimulating greater interest in music education and performance;

b. to augment, improve and help preserve and maintain the music curriculum of the Recipient;

c. to supply instrumentation and related equipment to Recipient where shortages or deficiencies may exist following Recipient’s submission of an approved grant request;

d. to provide a musical curriculum that can assist any trained music instructor to teach music to Recipient’s students;

e. to help develop and provide skills which enable the students to become more musically proficient; and

f. through reports provided by Recipient, monitoring by TGF and other means, to ensure that awarded music instruments and equipment are being used for the purposes stated above.

4. **Term.**

a. **Term.** The term of this Agreement shall be for a period of eighteen (18) months, to begin on the date the Agreement is fully executed by both parties hereto.

b. *Term of Specific Grant(s).* Any specific grant shall be for a period of eighteen (18) months, to begin on the date the grant goods and/or resources are received by the Recipient, or grant resources are made available to the Recipient, unless sooner terminated or amended as provided herein.

5. *Disbursement(s).* Any goods or resources pursuant to any grant shall be disbursed and provided by TGF in such manner and in such installments as shall be determined by TGF. TGF may at any time, by notice to the Recipient, withhold any undisbursed, undelivered or unpaid specific grant installments if (a) the Recipient has failed to comply with any of its obligations herein or (b) there is, in the sole opinion of TGF, a threat of diversion, improper use or misuse of any goods or resources supplied pursuant to a grant, whether or not such threat is within the control of the Recipient. In the event TGF withholds any disbursements under this paragraph, it will inform the Recipient of the reasons for this action within five (5) business days of the original notice of withholding and TGF shall only resume disbursement once it is satisfied that corrective action has been taken, failing which within a reasonable time, TGF may terminate such grant. Upon any such termination, Recipient shall promptly return to TGF all good and resources advanced to Recipient hereunder.

6. *Recipient's Representations and Obligations.* In accordance with the Internal Revenue Service regulations and other regulations governing TGF, TGF requires that the Recipient make certain representations and certifications as to the use of any and all such goods or resources it is awarded by TGF. Therefore, in accepting any grant awards, the Recipient agrees to the following terms and conditions:

a. *Certification as to Use of Grant Awards.* (1) The Recipient hereby certifies it will use the goods and/or resources it is awarded only for the Activities and purpose(s) detailed in a grant request. (2) no portion of any goods or resources that it is awarded by TGF will be used for any purpose other than the charitable Activities and purposes stated in this Agreement or in a specific grant request or grant agreement between the parties and (3) the acts and activities that Recipient and its personnel shall engage in and perform as described herein are all lawful and proper, and the performance by Recipient of its duties and obligations under this Agreement is and shall be in conformity and compliance with all applicable laws, statutes and regulations and the laws, statutes and regulations.

b. *Records Relating to Grants.* The Recipient agrees to maintain or cause to be maintained a financial or other appropriate management system in a manner consistent with general accounting principles, including accurate records and accounts, and to prepare financial statements in a form acceptable to TGF, sufficient to document: the distribution of all tangible goods and the use of all resources pursuant to any grant award.. Files containing all supporting documentation (including without limitation, all records, contracts, invoices, bills, receipts and other documents evidencing expenditures) for such accounts or resources shall be maintained in good order by Recipient. Recipient agrees to make available to TGF and its auditors and consultants all records and accounting books relating to a grant as provided herein. Such records must be maintained by the Recipient for at least four years from the date of completion of all Activities under a grant.

c. *Access to Records.* Recipient agrees to make available to TGF and its representatives all records, documents and other information that may be requested by TGF, including without limitation, for verification, monitoring and evaluation purposes, and to cooperate fully with all such requests by TGF.

d. *TGF's Right to Audit.* TGF may choose to engage an audit firm to perform an audit of the use of any grant goods or resources provided hereunder, and Recipient hereby agrees to cooperate fully with the audit firm's request for information. Notice of such audit will be provided to Recipient at least 30 days in advance.

e. *Reporting by Recipient.* Not later than thirty (30) days after each of the six (6) month and one (1) year anniversary of any grant by TGF to the Recipient, the Recipient shall provide a report (on a form prescribed or authorized by TGF) on the Activities of the grant and the use of any goods or resources as provided herein. The report shall describe what activities have been accomplished with grant awards during the report period, including a description of progress made toward achieving the goals of the approved Activities and grant objectives, a description of any problems experienced or anticipated in meeting these objectives, an accounting and distribution report detailing the use of goods or resources received from TGF during the reporting period, and, other reasonable evidence of use of the goods or

resources awarded for their intended purposes stated herein (i.e. photos, video, written testimonials from students and/or music staff).

f. *TGF's Right to Monitor.* TGF shall have the right during normal school hours, upon reasonable prior notice to the Recipient, to monitor activities under a grant in any manner TGF, in its sole discretion, considers appropriate (including on-site visits and/or attendance at school concerts/musical performances) by TGF personnel or consultants, discussions with Recipient's personnel, and review of program and financial records and documentation in any way relating to a grant). In furtherance of the foregoing, the Recipient extend an invitation to TGF personnel (and shall provide TGF with reasonable prior notice thereof) to school events, concerts and performances at which the goods and/or resources provided by TGF will be used or otherwise at which the Activities will be demonstrated.

g. *Return of Unused Grant Awards.* The Recipient will return all goods or resources constituting a grant that are not incorporated into Recipient's music curriculum or otherwise are not used for the purpose of the grant within six (6) months of receipt of same, unless otherwise agreed in writing by TGF prior to such date.

h. *Change of Status.* The Recipient will notify TGF immediately if there is a change in grant status of the Recipient, if the proposed project is canceled or delayed, or of any change or occurrence that might impair Recipient's ability to carry out the terms of this Agreement or any specific grant agreement between the parties.

i. *Goal Achievement.* The Recipient shall use commercially reasonable efforts (and shall devote such other of its resources as necessary) to make good and proper use of the grant in furtherance of Activities such that it can demonstrate to TGF, in its reasonable discretion, that the purpose and goals of the grant are being achieved.

## 7. *Communications.*

a. *TGF.* TGF reserves the right to disclose and publicly discuss the use of grant awards and the Activities, and to release any and all information relating to the use of its grant awards. Such communications may include, without limitation, media releases, newsletters, TGF's website, and other TGF's promotional materials or reports.

b. *The Recipient.* The Recipient is encouraged to make public announcements on its own, particularly when such notices might stimulate additional support or help to transfer the learning and knowledge from the grant project. Notwithstanding the foregoing, the Recipient hereby agrees to obtain prior, written approval from TGF relating to all language the Recipient uses to describe TGF, its programs, or the nature, purpose or activities of a grant or a grant commitment. TGF agrees to promptly review such draft copy submitted to it. The Recipient further agrees to send copies of any and all final press releases or other written communications relating to a TGF grant which are published or disseminated by Recipient, and to provide TGF with a copy of any published reference to a grant or to the grant activities of which Recipient becomes aware.

8. *Termination.* This Agreement may be terminated at any time by mutual written agreement of the parties. In the event that one party shall at any time breach any provision of this Agreement, the other party may cancel this Agreement by giving the other party written notice which shall be effective immediately. Not later than thirty (30) days following any termination of this Agreement, Recipient shall return to TGF all goods or resources that were received from TGF pursuant to any grant award hereunder. The obligation to return such items shall survive the expiration or termination of this Agreement. For avoidance of doubt, Recipient shall have no obligation to return any such goods or resources if this Agreement terminates solely due to its natural expiration.

9. *Miscellaneous.* This Agreement may be changed or amended only by a written agreement, signed by both parties. This Agreement constitutes the entire agreement of the parties relating to the contemplated grants and supersedes all prior discussions or understandings between them, and neither party shall refer to, rely upon or be bound by any representation other than as expressly stated in this Agreement. Recipient hereby indemnifies TGF for any damages, losses or injury that may be sustained in connection with or as a result of the performance by

Recipient, its officers, directors, employees and agents of Recipient's duties and responsibilities under this Agreement and agrees and understands that TGF shall have no liability whatsoever for any such damage, loss or injury. Any notice given under this Agreement shall be in writing and shall for all purposes be deemed to be fully given by a party if sent, by first class mail with proper postage prepaid, to the other party at its address indicated on the cover page to this Agreement. The date of the mailing shall be deemed to be the date on which such notice was given. The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, and any dispute arising hereunder shall be subject to the jurisdiction of the courts of the United States of America or the State of New York sitting in the City, County and State of New York. The section and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

*[End of Terms and Conditions]*