

GRANT AGREEMENT

*This is a read-only version for informational purposes only. You must submit your signed agreement through **STEP INTO SWIM**'s online application portal in order for your grant application to be processed.*

PURPOSE: These restricted funds are to be utilized **ONLY** for relevant expenditures concerning providing a quality, multi-level learn-to-swim program which expands opportunities for children to learn to swim who otherwise could not afford to participate in swim lesson programs.

GRANT PERIOD: The Grant period will be for one year, pending the signing of this agreement by Grantee, unless otherwise agreed upon arrangement has been made.

USE OF GRANT FUNDS: Grantee may use the grant funds **ONLY** for the purpose of swim lessons, and in no case can the funds be used for other religious, charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1954, as amended. Grantee acknowledges that **STEP INTO SWIM** has not earmarked the use of the grant funds or any portion thereof for any other organization or individual. Grantee further acknowledges that the grant funds will be expended on programs specified above.

MINIMUM GRANT REQUIREMENTS: The Program will follow Grantee's learn-to-swim curriculum with no less than one (1) hour of in-water instruction for each participant.

Each resulting 'safe swimmer' shall have the following basic skills:

- To be able to enter the water safely.
- To get to the wall and safely exit the water.
- Putting his/her face into the water.
- The ability to have forward movement in the water.
- To have knowledge and training to adapt to different water situations.

Each resulting 'safe swimmer' shall also have the understanding of **STEP INTO SWIM**'s important safety rules:

- Kids always swim with an adult.
- Never swim alone.
- Wear life jackets in and around open water.

Grantee must validate the swimming capability of each graduating 'safe swimmer' and provide photos of students, classes, or families participating in the grant.

PROGRAM OBJECTIVES: Grantee acknowledges the following Program objectives:

- Prepare young children to be safer in, on, and around bodies of water by teaching water safety skills that could ultimately save lives.
- Positively impact young people in the Grantee's community by developing lifelong skills that combat childhood obesity by increasing health, recreational, and fitness opportunities.
- Utilize a multi-level, progressive swimming program to teach children the process of achieving – encourage them to dream, set worthy goals, work towards those goals, be a good teammate, and achieve measurable results.
- Enhance the positive impact of the Grantee's aquatic program by offering learn-to-swim opportunities to young people who otherwise would not participate in swim lessons.

Upon completion of the program, participants will be able to perform key swimming skills, including but not limited to learning how to safely enter and exit the water, learning how to safely swim to the wall by themselves, the ability to put his/her face into the water, having forward movement in the pool, having knowledge of different pool/lake situations, and understanding **STEP INTO SWIM's** important safety rules.

PAYMENT OF GRANT FUNDS: The grant funds will be distributed by **STEP INTO SWIM** in the following ways:

- a. 80% of the approved grant award will be distributed once the grant agreement is signed and received by **STEP INTO SWIM**.
- b. A retainer of 20% of approved grant will be withheld until the final report is received in its entirety by **STEP INTO SWIM**, validating the minimum grant requirements listed.

Before grants are distributed, Grantee must satisfactorily complete the following:

1. Receipt of this Agreement.
2. Confirmation of receipt of a completed W-9/tax status form by **STEP INTO SWIM**
3. Agreement of Program Insurance Coverage: Grantee agrees that the Program will be conducted within the scope of its programs and that all participants will be covered under Grantee's general liability insurance.
4. Grantee further acknowledges that by participating in the programs, participants shall not be covered by **STEP INTO SWIM's** insurance programs.

FINAL REPORT: Grantee will submit a detailed report with respect to all Program enrollment activities and expenditures made from such grant funds, compliance with the terms of the grant, and indicating the progress made toward the goals of the grant, not more than 30 days of end of program, or quarterly should the program be ongoing by nature.

ACKNOWLEDGEMENT OF SUPPORT: Any public announcements of public relations materials produced with respect to the purpose(s) for which the grant is made must acknowledge that funding was made possible by **STEP INTO SWIM**'s grant. Furthermore, **STEP INTO SWIM** must approve all language prior to its being made public. **STEP INTO SWIM** may include public information on this grant in periodic public reports.

Although Grantee may disclose that it has received a grant, please refrain from disclosing specific grant amounts. **STEP INTO SWIM** prefers not to have comparisons and the reasons are self-explanatory.

GRANT OF LICENSE: **STEP INTO SWIM** hereby grants to Grantee a non-exclusive, non-assignable, non-transferable, and revocable license to use Foundation trade names, logos, insignia, symbols, service marks, and trademarks ("**STEP INTO SWIM**'s Marks") in connection with the promotion and advertisement of Program. All proposed uses of **STEP INTO SWIM**'s Marks are subject to approval by **STEP INTO SWIM**.

VIOLATION OF TERMS; CHANGE OF STATUS: In the case of any violation by Grantee of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or Grantee fails to satisfactorily substantiate expenditures on the project and our receipt of documentary evidence of such expenditures exhibits discrepancies, **STEP INTO SWIM** reserves the right in its absolute discretion to terminate the grant. **STEP INTO SWIM**'s determination will be final and will be binding and conclusive upon Grantee.

EFFECT OF TERMINATION: Upon termination of this grant for any reason Grantee will reimburse to **STEP INTO SWIM** any portion of the grant funds that were not spent or any amounts diverted from the Program. Grantee shall immediately cease any new uses of all **STEP INTO SWIM**'s Marks and shall cause all existing uses of **STEP INTO SWIM**'s Marks to be canceled, removed, or otherwise terminated within seven (7) days after the effective date of termination. Grantee shall have 180 days from the date of termination of this Agreement to dispose of any inventory bearing the **STEP INTO SWIM**'s Marks existing as of the date of termination.

FUTURE FUNDING: Grantee acknowledges that **STEP INTO SWIM** and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the grant funds are returned or if the grant is rescinded, Grantee acknowledges that **STEP INTO SWIM** will have no further obligation to Grantee in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit **STEP INTO SWIM** from providing Grantee an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if **STEP INTO SWIM** in its sole discretion determines that an additional grant is appropriate.

AUTHORITY: Grantee expressly warrants and represents that Grantee has full power and authority to execute, deliver, and perform this Agreement, and Grantee has taken all necessary steps for the execution and delivery of this Agreement.

INDEMNIFICATION: By accepting this grant, Grantee irrevocably and unconditionally agrees to defend, indemnify, and hold harmless **STEP INTO SWIM** and the POOL & HOT TUB ALLIANCE and each of its officers, directors, employees, agents, and volunteers, from and against any and all claims, damages (including, without limitation, injury to persons and/or property), liabilities, fines, and expenses (including, without limitation, court costs and attorney's fees) that arise out of or are related to (a) breach of any provision of this Agreement; (b) Grantee's use of **STEP INTO SWIM**'s Marks within the United States; (c) Grantee's violation of applicable law; and (d) Grantee's negligence or willful misconduct, except to the extent such claims are attributable to (i) the negligent act or omission or intentional misconduct; (ii) violation of applicable law; or (iii) breach of any provision of this agreement by **STEP INTO SWIM** and its officers, directors, or employees.

ILLEGAL ACTIVITY FORBIDDEN: Grantee agrees that its organization will not promote or engage in violence, discrimination, terrorism, bigotry, any illegal activities, nor will it make sub-grants to any entity that engages in such activities.

THIS AGREEMENT: (a) Shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns, and shall be binding upon their respective legal representatives, successors, and assigns; (b) May be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one executed agreement; (c) Shall be construed and governed in accordance with the laws of the State of Virginia; (d) Shall, with its remaining provisions, remain enforceable even if some provisions are declared unenforceable; (e) Contains the final and complete Agreement among the parties regarding the subject matter discussed in this Agreement, and it may not be contradicted or supplemented by evidence of prior or contemporaneous understandings or agreements; (f) May not be modified in any manner, nor may any rights be waived except by an instrument in writing signed by the party to be charged with the modification or waiver.

CONTACT: Please contact **Rowdy Gaines**, PHTA Vice President of Partnerships & Development, with any questions or concerns: rgaines@phta.org

A signed (or e-signed) Agreement must be received by **STEP INTO SWIM** before application can be moved into the review stage. Grantee relinquishes all rights and claims to the grant award if a signed Agreement is not received by **STEP INTO SWIM**.

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