



**2024 Neighborhood Grant Agreement**

**Grantee Name:** Paloma Valley High School ("Grantee")

**Grant Amount:** \$10,000.00 ("Grant")

**Project Title:** Paloma Valley High School - School Garden Program ("Project")

**Period of Grant:** One year from Grantee's receipt of Grant ("Period of Grant")

This Grant Agreement (the "Agreement") by and between the Grantee named above and The Sprouts Healthy Communities Foundation (the "Foundation"), a Delaware nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code") is effective as of the date of Grantee's signature set forth below (the "Effective Date") and sets forth the terms and conditions governing the Foundation's award of the Grant set forth above to the Grantee.

In consideration of the mutual promises contained herein, the parties agree as follows:

- Tax-Exempt Status.** Grantee hereby represents and warrants that as of the Effective Date: (a) Grantee is qualified as an organization exempt from federal income tax under Section 501(c)(3) of the Code or is otherwise exempt from federal income taxation as a public school or district; (b) there is no issue pending before the Internal Revenue Service that could result in any proposed changes to Grantee's tax exempt status; (c) Grantee maintains all licenses and permits necessary for its operations; (d) Grantee is in compliance with all applicable federal, state and local laws or regulations to which Grantee is subject; and (e) Grantee's signatory below is duly authorized to enter this Agreement on Grantee's behalf. Grantee agrees to notify the Foundation immediately of any change in these representations and will provide any documentation reasonably requested by the Foundation to support these representations from time to time. Grantee further covenants not to engage in any activity that jeopardizes the Foundation's qualification as a tax-exempt organization under the Code.
- Expenditure of Funds.** This Grant is made solely for the Project set forth above (as further described below) and Grant funds may not be expended for any other purpose without the Foundation's prior written approval. Grantee may not expend Grant funds for any political or lobbying activity or otherwise utilize the Grant for any activity or purpose not contemplated by Section 501(c)(3) of the Code (if applicable to Grantee). Funds will be disbursed to Grantee subsequent to the Foundation's receipt of a copy of this Agreement and a License Agreement signed by Grantee.
- Return of Funds.** The Grant must be expended by Grantee prior to the end of the Period of Grant set forth above. Any portion of the Grant not expended during such Period of Grant shall be promptly returned to the Foundation, unless the Foundation approves an extension request from the Grantee, which it may do in its sole discretion. The Foundation may terminate this Agreement and/or withhold, discontinue, modify or require a total or partial return of the Grant, and Grant funds shall be promptly returned to the Foundation upon request in the event: (a) the Foundation determines that Grantee has breached this Agreement; (b) Grantee loses its qualification as an exempt organization under the Code or fails to comply with any law or regulation to which Grantee is subject; (c) the Foundation is not satisfied with Grantee's progress toward the achievement of the Project set forth above; or (d) Grantee engages in any activity detrimental to the Foundation, as determined in the sole discretion of the Foundation.

4. Reporting. Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide the Foundation with a written report (in a format provided by the Foundation) summarizing the Project promptly following the end of the period during which Grantee is to use all Grant funds. The Foundation may also require, and Grantee shall provide upon request, interim reports, describing its progress in achieving the purposes of the Grant. Grantee also agrees to provide any other information or documentation and allow access to its personnel, representatives, books and records as reasonably requested by the Foundation from time to time, including, without limitation, Grantee's annual report or financial statements.
5. No Guarantee of Future Funding. Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of the Foundation to continue any future funding beyond the terms of this Agreement.
6. Publicity.
  - a. Grantee hereby allows the Foundation to review and approve any proposed publicity concerning this Grant prior to its release, and it may not be made publicly available until the Foundation approves.
  - b. Grantee must execute Foundation's License Agreement with respect to certain publicity rights granted to the Foundation relating to the Project.
7. Indemnification. If legally permissible for Grantee to provide the following indemnification, Grantee covenants to indemnify, defend and hold harmless the Foundation, together with its directors, officers, employees and representatives, from any liability, loss, cost, expense, injury, damage or other expense (including without limitation, reasonable attorneys' fees) that may be incurred by the Foundation or claimed by any third party against the Foundation as a result of or relating to (a) the Foundation's funding of the Project or any action or non-action taken in connection with the Grant; (b) Grantee's breach of this Agreement or any representation, warranty, or other obligations herein; and (c) Grantee's violation of applicable law, rule, or regulation. If Grantee is a governmental entity and prohibited from providing the foregoing indemnification to the Foundation, this Section 7 shall be null and void, but the remaining Sections of the Agreement shall remain in full force and effect.
8. General. This Agreement is the entire agreement of the parties with respect to this subject matter and supersedes all prior agreements or discussions between the parties with respect thereto. Any action related to this Agreement shall be governed by the substantive laws of the State of Arizona, without regard to conflicts of laws principles. The State and Federal courts located in Maricopa County, Arizona, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. The parties to this Agreement are independent contractors. No agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement, and neither party shall have the power to obligate or bind the other. Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise without the prior written permission of the other party. Any purported assignment or modification without such permission shall be void. This Agreement may be executed via facsimile, electronic signature or original document image via email, each of which shall be deemed an original, and in several counterparts, all of which shall constitute one and the same instrument; provided, however, this Agreement shall not be binding on either party until executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective and duly authorized representatives as of the date set forth below.

**Grantee Name** (*Organization's full legal name*)

**Sprouts Healthy Communities Foundation**

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\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: Lyndsey Waugh

Name: \_\_\_\_\_

Name: Lyndsey Waugh

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: August 20, 2024

**Organization Address:**

Organization Address:

**organization address**

5455 E. High Street, Suite 111

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Phoenix, AZ 85054

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