

RIVER FUND, INC.
2019 PROGRAM GRANT FUND STIPULATIONS

If awarded funding from River Fund, Inc. through the Program Grant Fund, the recipient must acknowledge acceptance of the grant funding conditions and will provide River Fund, Inc. with a comprehensive program progress report by December 31, 2019 to include the following in the report:

1. Detailed information on how the grant funds were utilized and the financial status of the program, including costs related to the program;
2. Program client statistics; and
3. Any statements from your staff and program clients regarding their observations and evaluations of the accomplishments, challenges and community impact of the program.

All reports, correspondence and inquiries should be sent to the attention of Michael Conner, Executive Director at River Fund, Inc., 55 Civic Way, Laughlin, Nevada 89029 or by telephone 702-298-0611, fax 702.298.1740 or email at mconner@riverfundinc.com.

PUBLICITY & COMMUNICATIONS:

Your acceptance of this grant and this letter of understanding will constitute your agreement that River Fund, Inc. may make public disclosure of the amount and purpose of the grant and the identity of your organization as the recipient if River Fund, Inc. elects to do so.

GRANT FUNDING CONDITIONS:

It is mutually understood and agreed that River Fund, Inc. will be given prompt written notice of any material change in the Program and that grant funding will be utilized and restricted for the sole purpose of funding the Program for which River Fund Board of Directors has given its approval. Furthermore, you represent to River Fund, Inc. that the Program is in alignment with the purposes of your organization as stated in its Articles of Incorporation and Bylaws, that there are no applicable restrictions in those documents, and that you will provide (or have already provided) to River Fund, Inc. copies of those documents with all current amendments, if any. Any portion of the grant funding that is not used for the restricted purposes (or which is used to at any time directly or indirectly support, sustain, or benefit any purposes other than those listed in your grant application without River Fund, Inc. written approval to do so) must be remitted back to River Fund, Inc.

None of the grant funding is to be used for any private benefit, political campaign, or carrying on propaganda or otherwise attempting to influence legislation.

It is our understanding that your organization is a 501(c)(3) corporation and 509(a)(1) or 509(a)(2) public charity and we will promptly be notified and consulted if the Program sponsorship arrangements change. It is further understood that any future sponsor will also be a tax-exempt organization and public charity of the same classification.

The unused portion of the grant funding will be withdrawn if at any time your organization's or any future sponsor's tax-exempt or public charity status with IRS is terminated and may be withdrawn at the discretion of River Fund, Inc. if there are any claims, charges, or investigations of alleged fraud, misrepresentation, crime, or regulatory infraction pertaining to the Program, your organization, or its principals or affiliates.

Another condition of grant funding includes a requirement that any external communications and publicity relating to the Program must include a standard public statement such as the following or another mutually agreeable similar statement: "This (Program name) is funded as a result of generous financial support from River Fund, Inc. which is an Arizona Qualifying Charitable Organization whose mission is to provide programs and services that result in positive outcomes from unexpected hardships." Any public news releases or printed materials including the name of River Fund, Inc. in stated text which would deviate from the sample standard public statement must be reviewed and approved by River Fund, Inc. prior to

submission to the media or printer. Please provide River Fund, Inc. with copies of all Program related news releases, media articles, newsletters, and brochures. No principal/agent, partnership, or joint venture relationship is created by the grant funding or otherwise nor should any be implied in the news releases or otherwise.

A further condition of the grant funding is a requirement that you will maintain adequate books, copies of receipts and records and that River Fund, Inc. will have the right to inspect them.

Additionally, it is mutually understood, agreed and required that your organization will purchase and maintain at all times, appropriate levels of Property/Casualty, Premises and General Liability, Malpractice and Professional Liability, and Directors & Officers Liability insurance coverage.

This letter constitutes the entire River Fund, Inc. agreement with your organization as to its subject matter and any modifications must be in writing signed by an authorized representative of each of the parties.

SIGNED ACKNOWLEDGEMENT

Once you have reviewed this letter, please sign the enclosed second copy and return it to River Fund, Inc. to acknowledge your agreement with all of the grant funding terms and conditions and your representation that you are an officer of the grantee duly authorized by its Board to sign this agreement. Once the signed grant agreement letter is returned to River Fund, Inc., the Program grant fund check will be issued as specified in this agreement.