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**GRANT AGREEMENT
FOR WILDIZE FOUNDATION®**

A Colorado Not For Profit Corporation FEIN 84-1549097

THIS AGREEMENT is made and entered into as of this ____ day of _____ 20__, by and between WILDIZE FOUNDATION®, a Colorado Not for Profit Corporation (“WILDIZE”) and _____, (the “Applicant”) to give WILDIZE reasonable assurance that Grantee will use the grant for the proper purposes.

WITNESSETH

WHEREAS, WILDIZE is an organization exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code;

WHEREAS, WILDIZE is dedicated to sustainable protection and conservation efforts with respect to the Earth’s diminishing wildlife, habitats and indigenous cultures; and increasing awareness, education and the exchange of ideas towards community based conservation endeavors (the “Purposes”);

WHEREAS, the Applicant is not a organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, unless the Applicant is a private foundation;

WHEREAS, the Applicant requests a grant from WILDIZE to assist WILDIZE in carrying out its Purposes;

WHEREAS, WILDIZE requires that any grant made to an Applicant not classified as a tax-exempt organization under Section 501(c)(3) of the United States Internal Revenue Code (or if the Applicant is a private foundation) be made subject to a written Grant Agreement signed by an appropriate officer, director, or trustee of the Applicant (if any), otherwise signed by the Applicant individually; and

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, receipt of which is hereby acknowledged, WILDIZE and Applicant hereby mutually covenant and agree as follows:

I. Procedure for Applying for Grant Consideration

A. Application Process

The Applicant seeking a grant from WILDIZE must complete a General Information Form (*See Attachment A*) which provides WILDIZE with the following information:

- (1) Applicant's name, address, telephone number, facsimile and e-mail (*if any*).
- (2) Name of person to be contacted, and his or her title (*if any*.)
- (3) Purpose for the grant request;

The purposes may include contributing to capital endowment, purchase of capital equipment, specific program or series of programs, or general support of the Applicant organization, provided that neither the grants nor the income resulting from the grants may be used for non-charitable purposes.

- (4) Brief statement of the history of the Applicant.
- (5) Supplemental information about the Applicant:
 - (a) List of its officers and directors (*if any*)
 - (b) Audited financial statement (*receipts and disbursements, and balance sheet*) for the most recent fiscal year (*if applicable*); and
 - (c) Budget for current fiscal year.
- (6) Any history of compliance or noncompliance with the terms of previous grants; and
- (7) Any knowledge concerning the management, activities, and practices of the Applicant.

B. Review and Response by WILDIZE

Each grant request shall be reviewed on a preliminary basis by an officer of WILDIZE. Among the intangible factors which will be considered are:

- (1) Efficiency and management ability of the Applicant;
- (2) Potential of the Applicant to become self sustaining; and
- (3) Reputation and proven effectiveness of the Applicant in the area for which the grant is sought.

WILDIZE will acknowledge the receipt of the grant request, in writing, within thirty (30) days of WILDIZE's receipt of the Application and, if necessary, WILDIZE will request and obtain supplemental information from the Applicant. When WILDIZE determines that the information is sufficient and complete ("Completion Date"), the Grant Review Committee of WILDIZE will determine whether the request is consistent

with the purposes and guidelines of WILDIZE and whether WILDIZE has available funds with which to make the grant. WILDIZE will notify the Applicant of the Grant Review Committee's determination within sixty (60) days of the Completion Date.

II. Disbursement of Grant Funds

If the Grant Review Committee authorizes the grant to the Applicant (now known as the "Grantee"), WILDIZE shall notify the Grantee of the grant authorization and the timing of the grant funds. WILDIZE shall disburse the funds to the Grantee as follows:

- A. WILDIZE shall wire the funds to a bank account held in the name of the Grantee or in the name of a designated representative of the Grantee; or
- B. WILDIZE shall personally disburse the funds to the Grantee or a designated representative of the Grantee.

Any designated representative of the Grantee must be approved in advance *in writing* by an officer of WILDIZE. WILDIZE shall determine the method of disbursement on a case-by-case basis, based upon the surrounding facts and circumstances.

III. Use of Grant Funds

The person or organization receiving the grant (the "Grantee") shall use all the funds received from WILDIZE only for the purposes of the grant specified in the Grantee's Application Approval. Any other use of the grant funds must be authorized in advance by WILDIZE through the procedure specified in paragraph I.

Grantee shall not to use any of the funds for the following purposes:

- (a) To carry on propaganda, or otherwise attempt, to influence legislation;
- (b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; or
- (c) To undertake any activity for any purpose other than one for religious charitable, scientific, literary, or educational purposes, or to foster national or international amateur sports competition (*but only if no part of its activities involve the provision of athletic facilities or equipment*) or for the prevention of cruelty to children or animals.

IV. Repayment of Unused Grant Funds

Grantee shall repay any portion of the amount granted which is not used for the purposes of the grant as specified in the grant application.

V. Access to Books and Records

Grantee shall maintain accurate records of receipts and expenditures and agrees to make its books and records available to WILDIZE at reasonable times.

VI. Submission of Reports

Grantee shall submit full and complete annual reports on the manner in which the funds are spent, compliance with the terms of the grant and the progress made in accomplishing the purposes of the grant.

The Grantee shall make such reports as of the end of its annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated.

The reports shall be furnished to WILDIZE within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within a reasonable period of time after the close of its annual accounting period during which the use of the grant funds is completed, the Grantee must make a final report with respect to all expenditures made from such funds (including salaries, travel, and supplies), and indicating the progress made toward the goals of the grant.

VII. Grant Violations

A. Grants Improperly Used

In cases in which WILDIZE determines that any part of a grant has been used for improper purposes:

(1) WILDIZE shall take all reasonable and appropriate steps either to recover the grant funds or to insure the restoration of the diverted funds and the dedication of the other grant funds held by the grantee to the purposes being financed by the grant, except that if, in fact, some or all of the diverted funds are not so restored or recovered, then WILDIZE must take all reasonable and appropriate steps to recover all of the grant funds; and

(2) WILDIZE shall withhold any further payments to the Grantee after WildiZe becomes aware that a diversion may have taken place (hereinafter referred to as “further payments”) until

(a) WILDIZE recovers or restores the funds;

(b) WILDIZE has received the Grantee’s assurances that future diversions shall not occur; and

(c) WILDIZE has required the Grantee to take extraordinary precautions to prevent future diversions from occurring.

The phrase “all reasonable and appropriate steps” includes legal action where appropriate but need not include legal action if such action would in all probability not result in the satisfaction of execution of a judgment.

B. Grantee’s failure to make reports

If the Grantee fails to provide the required reports (*or provides inadequate reports*), WILDIZE shall make all reasonable efforts to obtain the required report and shall withhold all future payments on the grant and on any other grant to the Grantee until such report is furnished to WILDIZE.

VIII. Miscellaneous

A. Amendments

That this Agreement may be amended upon the concurrence in writing of both WILDIZE and Applicant.

B. Counterparts

This Agreement may be signed in two or more counterparts each of which, when duly executed and delivered, shall be deemed an original, and all of which shall constitute one and the same agreement.

C. Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or sent by facsimile, e-mail, certified or by private express mail, postage prepaid, and properly addressed as follows:

To WILDIZE: Ellen S. Weiss
WildiZe Foundation
P.O. Box 3078
Aspen, Colorado USA 81612
Fax: (970) 923-1695
e-mail: eli@wildize.org

With a copy to:

To Applicant:

With a copy to:

D. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

E. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and the year first above written.

WILDIZE FOUNDATION™

APPLICANT

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

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