



GRANT AWARD TERMS

The DICK'S Sporting Goods Foundation (the "**Foundation**") is delivering the enclosed grant as part of its Sports Matter Community Grants Program ("**Program**") to the charitable organization identified on the check ("**Grantee**") on the terms set forth below, as well as the additional terms set forth in Schedule A if Grantee is not a public charity or public school.

1. The grant must be used solely to support the Grantee's sports program for children K-12, including related administrative costs; in any event, grant funds must be used exclusively for purposes described in section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). No funds may be spent for any other purpose. Upon request, the Foundation may audit the books and records of Grantee to confirm compliance with these requirements.
2. Grantee agrees to cooperate reasonably with the Foundation in publicizing the Grant and the Program, and agrees the Foundation may use Grantee's name and trademark(s) for such purposes.
3. Grantee will indemnify and hold harmless the Foundation and those acting with the Foundation from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees and costs) which arise out of (i) Grantee's acts or omissions related to the Program and (ii) any breach of this agreement.
4. The issuing of the Grant, and any disputes relating thereto, will be governed solely by the internal laws of the Commonwealth of Pennsylvania, and any disputes will be resolved exclusively in the state or federal courts in Pittsburgh, Pennsylvania. In no event will the Foundation's liability exceed the amount of the Grant as listed above.

Acknowledgment of the Grant Award Terms



10/29/2021

Boone County Board of Education
Attn: Jennifer Hickey
8000 Spruce Drive
Florence, Kentucky 41042

Dear Jennifer Hickey:

We are delighted that Boone County Board of Education has been awarded a grant from The DICK'S Sporting Goods Foundation's Sports Matter program. Accordingly, please find a fully executed copy of the Grant Award Agreement below. You will be receiving a check in the amount of \$5,000.00 made payable to Boone County Board of Education, within the next 30-45 days, which represents your grant.

Congratulations on all of the important work that you are doing to provide youth sports opportunities to young athletes. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

DocuSigned by:

Aimee Watters

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Aimee Watters
Executive Director
The DICK'S Sporting Goods Foundation



SCHEDULE A

Additional Grant Terms Where Grantee Is Not a "Public Charity" or a Public School

All grant funds and the income thereon must be expended only for purposes described in section 501(c)(3) of the Code. This grant is made only for the purposes stated in the attached Grant Terms. No other use is allowed without the Foundation's prior written approval. Any funds not expended or committed for the purposes of the grant must be returned to the Foundation. Grantee agrees that the Foundation has standing to enforce the conditions of this agreement, including repayment of diverted funds.

Without limiting the foregoing, the grant funds and income thereon may not be used for any of the following purposes: (1) to carry on propaganda, or otherwise to attempt, to influence legislation within the meaning of section 4945(d)(1) of the Code; (2) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4945(d)(2) of the Code; (3) to make any grant to an individual or organization which does not comply with the requirements of section 4945(d)(3) or (4) of the Code; or (4) to undertake any activity which is not charitable within the meaning of section 501(c)(3) of the Code.

Grantee shall provide annual narrative and financial reports on the use of the grant funds, including income thereon, to the Foundation. The reports shall be made within a reasonable time after the end of Grantee's fiscal year in which funds are expended, but no later than April 30 each year until the funds are completely used. The reports shall provide an analysis of the charitable purposes accomplished through use of the grant funds for the Program.

Although the grant funds need not be physically segregated, the funds and the income thereon should be accounted for separately on Grantee's books and records. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Foundation, must be kept by Grantee for at least four years after the payment of the funds. Grantee's books and records must be available for the Foundation's inspection at reasonable times.

The Grantee shall take reasonable steps to ensure that funds provided by the Foundation are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organizations.

The conditions with respect to the grant set forth in this agreement are intended to satisfy the requirements for expenditure responsibility under section 4945(h) of the Code. If additional requirements are deemed to be necessary by the Foundation to comply with the requirements under section 4945(h) of the Code, Grantee agrees to comply with any additional requirements.

Acknowledgment of Schedule A