

2019 Charity Application

Roar on the Shore, Inc. is a nonprofit 501(c)(3) organization formed under the laws of the Commonwealth of Pennsylvania. The primary purpose of this organization, as stated in its charter, is to raise funds for charity through various activities.

The Board of Directors of Roar on the Shore, Inc. selects a charity as the primary benefactor of its activities for a given year. To become a primary benefactor for this year, your organization must:

- Fill out the following information and return it by April 30, 2018 to: Roar on the Shore, Inc. Ellie Cullen 2171 West 38th Street Erie, Pennsylvania 16506
- 2. Agree to terms and conditions established by Roar on the Shore, Inc. to become a primary benefactor.

APPLICANT INFORMATION

Organization Name:				Date:							
				City, State, Zip:							
				Federal EIN:							
		nents attached attesting to n		ofit status:							
	<u> </u>	assistance will be used: (Che Acquisition Community Development Community Services	eck al	Il that apply.) Education General Construction Machinery and Equipment		Operating Cost/Working Capital Technology and Research Other					
	_	•		as matching funds to receive ot application or information on fundin							
		dget for funding received und anced by funding under this gra		is grant? (If yes, provide a copy of	f budg	ret. Include ☐ Yes ☐ No					
If there i	is a b	oudget for funding received b	y this	grant, what is the basis for the	costs	? (Check all that apply.)					
		Appraisals		Contractor/Engineer Estimates		Other					
		Bids/Quotations		Sales Agreements							
				what you would do with grant fu oject budget. In general, the nar		g. The narrative must specifically emust include:					
2. 3.	Proje Proje	cific problems to be addresse ect description. ect schedule, key milestones umentation to support budge	and		the g	rant funding.					

Terms and Conditions of Being a Primary Beneficiary of Roar on the Shore, Inc. Funding

- 1. Roar on the Shore, Inc. will be provided with written notice of any material change regarding information provided by a Primary Beneficiary in their Grant Application.
- 2. All funds received as a Primary Beneficiary of Roar on the Shore, Inc. will be:
 - i. Spent by the Primary Beneficiary in Erie County, Pennsylvania, or
 - ii. Used to provide services to individuals that reside in Erie County, Pennsylvania; or
 - iii. Be used to benefit facilities operated in Erie County, Pennsylvania.
- 3. All funds provided to a Primary Beneficiary of Roar on the Shore, Inc. will be spent within one year of receipt.
- 4. Roar on the Shore, Inc. will be provided an accounting from a Primary Beneficiary indicating how funding was used.
- 5. Should Primary Beneficiary not adhere to these terms and conditions, Roar on the Shore, Inc. reserves the right to a partial or complete reimbursement of funds received by the Primary Beneficiary together with interest from the date of receipt of funds, reasonable attorneys' fees, and other reasonable costs associated with reimbursement of funds.
- 6. In the event that any provision of these Terms and Conditions or Grant Application conflicts with the law under which these Terms and Conditions are to be construed, or if any such provision is held invalid or overly broad, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of these Terms and Conditions or Grant Application shall remain in full force and effect. If it is not possible to restate the provision in a valid and legal manner, then the invalid, illegal or overly broad portion shall be deleted from these Terms and Conditions or Grant Application and the remaining parts, terms and provisions shall remain in full force and effect.
- 7. None of the provisions of these Terms and Conditions or Grant Application is intended to create nor shall be deemed to create any relationship between the parties hereto other than that of Grantor and a Grantee.
- 8. The laws of the Commonwealth of Pennsylvania shall govern these Terms and Conditions and Grant Application.
- 9. **Dispute Resolution:** Any controversy or claim arising out of or relating to these Terms and Conditions and Grant Application or the breach, termination or validity thereof that cannot be settled through negotiation will be submitted to the American Arbitration Association (AAA) for resolution under AAA's Commercial Rules, and judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. Said arbitration shall be conducted in Erie, Pennsylvania.
- 10. Roar on the Shore, Inc. has the right to alter, amend or change the Terms and Conditions of Grant awards with reasonable notice to a Primary Beneficiary and also reserves the right to terminate any grant award for any breach of these Terms and Conditions

We	acknowledge	the	Terms	and	Conditions	set	forth	by	Roar	on	the	Shore,	Inc.	and	state	that	the
info	mation contain	ned ir	n our G	rant A	Application a	nd a	any att	ach	ments	the	reto,	is both	true	and c	correct		

Signature:	Date:
Signature:	Date: