



GRANT AGREEMENT

April 26, 2022

Dalton Parks and Recreation
Mr. Will Chappell
PO Box 661
Dalton, GA 30722

Re: Grant #2022030439

Dear Mr. Will Chappell,

The Bass Pro Shops and Cabela's Outdoor Fund ("**Grantor**") is pleased to inform you that its Board of Directors has approved a grant of \$500 in gear support to Dalton Parks and Recreation ("**Grantee**") for Learn to Fish Camp ("**Project**"). This grant is being made in response to your grant application dated 3/18/2022, in reliance upon the accuracy and completeness of the documents and information delivered to Grantor.

The grant will be paid in one (1) installment.

GRANT TERMS

- 1. Use of Grant Funds.** Grantee agrees to use the grant funds solely for the Project outlined in Grantee's Grant Application. Grantee further agrees that the grant funds will be expended exclusively for purposes/activities that are consistent with the purpose of the Bass Pro Shops and Cabela's Outdoor Fund which is to promote the common good and general welfare of the community as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the accompanying Treasury Regulations.
- 2. Return of Unused Funds.** Grantee agrees to return to Grantor any grant funds, and any income earned on those funds, that are not spent or committed for the Project.
- 3. Control of Grant Funds.** Grantee acknowledges and represents that it is accepting this grant for its own account and not as an agent for any other organization, and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Grant Agreement are met. The terms of the grant do not prohibit Grantee from distributing all or a portion of the proceeds of the grant to another organization, so long as any such distribution is made exclusively in furtherance of purposes/activities that are consistent with the purposes for which the grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of this grant to another organization. Grantee agrees to control the

process by which any other organization is selected to receive any such proceeds, and shall be solely responsible for the selection of any such organization.

4. Grantee's Report. Grantee agrees to furnish to Grantor both quarterly reports and a final annual report covering the substance of the Grantee's activities under this grant and the financial administration of the grant.

- Additional grant applications from your organization will not be considered until a Grantee Report is submitted.
- The Grantee Report shall be provided at the conclusion of the project but no later than one year after the agreement date.
- Multi-year grants require an annual report every year during the agreement

5. Grantee's Photos and Materials. Grantee agrees that all photographic images, video images, and/or content submitted to Grantor by Grantee or shared with hashtag #OutdoorFund, #BassProShops and #Cabelas on Facebook, Instagram or Twitter: (A) were created solely by Grantee or by others who assigned all rights, title, and interest in their work to Grantee; (B) The images/story and any intellectual property rights protecting the images/story are free and clear of all encumbrances; (C) The use of the images/story by Grantee or Grantor does not violate the rights of any third parties including, but not limited to, copyrights, trademarks, publicity and privacy; (D) Grantee has all required permission for Grantor to show any persons depicted in the images/story. Grantee grants Grantor the right to use the images/story the right to use or publish for any legitimate purpose and the right to edit or modify the images/story for Grantor's use. Grantee waives the right to inspect or approve any final product and the right and claim for royalties or remuneration from the publication, distribution, or sale of such materials. Grantee will indemnify Grantor for any breach of this Section.

6. Promotion of the Grantor (Bass Pro Shops and Cabela's Outdoor Fund). Grantee agrees to communicate and promote with all members of its organization the partnership with the Grantor. Grantee will seek approval of any press releases or promotional materials that mention Grantor, or include Grantor branding. All credits for grant funding must be given to the Grantor, Bass Pro Shops and Cabela's Outdoor Fund (not "Bass Pro Shops" and/or "Cabela's"). Please request Bass Pro Shops and Cabela's Outdoor Fund brand marks through OutdoorFund@basspro.com.

7. Maintenance of Grant Records. Grantee agrees to keep its financial and other records so that they adequately show the use of the grant funds exclusively for the grant's purposes, and to make such records available to Grantor at reasonable times.

8. Grant Review. Grantee will permit representatives of Grantor to visit Grantee's premises and review Grantee's activities with respect to the Project, and will permit Grantor, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this grant. Grantor may discontinue the payment of future grant funds, modify, or withhold part or all of the grant funds or require Grantee to return to Grantor any grant funds, and any income earned on those funds, when, in its judgment, such action is necessary to comply with the law.

9. Additional Information. Grantee agrees to supply Grantor with such other information as may be necessary or desirable to permit Grantor to exercise its responsibility for the supervision of the grant as required by applicable law.

10. Payment. A shopping experience to fulfill the gear grant at your local Bass Pro Shops or Cabela's location. Any gear needed (within allotted retail value of this grant) that is unavailable at the store can be purchased through the store online. If there is a remaining balance due to gear unavailability, a gift card can be

issued for the balance.

11. Notices. All notices or reports under this Grant Agreement shall be addressed as follows:

Grantor: Bass Pro Shops and Cabela's Outdoor Fund
2500 E Kearney Street
Springfield, MO 65898

Grantee: Dalton Parks and Recreation
Mr. Will Chappell
PO Box 661
Dalton, GA 30722

12. Expiration of Grant Agreement. This agreement is null and void if a signed copy is not received within 30 days of the grant date.

If this letter correctly sets forth your understanding of the terms of this grant, indicate your agreement to these terms by submitting your electronic signature on the lines below.

On behalf of the Bass Pro Shops and Cabela's Outdoor Fund, I extend every good wish for the success of this endeavor.

Sincerely,

Bob Ziehmer
President, Bass Pro Shops and Cabela's Outdoor Fund

Dalton Parks and Recreation agrees to the terms and conditions set forth in this letter.

Signature

Date: _____

By: _____
Printed Name

Printed Title