

## LET'S PLAY EVERYWHERE CHALLENGE: WINNER GRANT AGREEMENT

The Let's Play Everywhere Challenge ("Challenge") is a call for ideas organized by KaBOOM!, Inc., a District of Columbia non-profit corporation ("KaBOOM!") designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a play space is and can be.

Keurig Dr Pepper has funded the Challenge to grant \$\_\_\_\_\_.00 (the "Grant Amount" as indicated in Congratulatory Email) to \_\_\_\_\_ (the "Grant Recipient") under the KaBOOM! Let's Play Everywhere Challenge program pursuant to the terms outlined below (the "Agreement"), dated as of **October 26, 2018** (the "Effective Date").

Grant funds can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If Grant Recipient is not a qualifying entity, they must partner with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity. If the Challenge Winner is not a qualifying entity, please list the approved Fiscal Sponsor below:

The Grant Recipient has partnered with \_\_\_\_\_ (the "Fiscal Sponsor") to be able to receive these funds at the time of grant.

As a condition of receiving the Grant, the Grant Recipient and if applicable, the Fiscal Sponsor collectively, agree to the following:

### 1. USE OF FUNDS

a. The Grant Recipient will use the Grant to support the specific project described in the Application (the "Purpose"). The Grant Recipients, through the fiscal sponsor shall, within 30 days after written notice from KaBOOM!, remit any portion of the Grant that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by Grant Recipients, KaBOOM! may, in its sole discretion, provide Grant Recipients with a reasonable opportunity to cure the purported violation.

Grant Recipients may not use any portion of the Grant for any of the following: to operate itself in any manner which is not exclusively related to the Purpose; for unreasonable administrative expenses or for other excessive expenses; to engage in any illegal, fraudulent or morally reprehensible (as determined in KaBOOM!'s and its supporting sponsors' sole discretion) behavior.

b. The Grant Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or Keurig Dr Pepper, and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or Keurig Dr Pepper and the Grant Recipient or any other person involved in the project. By accepting the grant, the Grant Recipient acknowledges that neither KaBOOM! or

Keurig Dr Pepper nor their affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the grant funds or the Grant Recipients sponsored project.

## 2. THE TERM OF THE GRANT

a. The term of the Grant (the "Initial Term") commences on November 19, 2018 and continues through October 15, 2019. In the event that any unused portion of the Grant exists at the end of the Initial Term, the Grant Recipient must notify KaBOOM! in writing within 30 days of the end of the Initial Term to request a 30-day extension on the same terms and conditions as the Agreement (the "Extension"). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Grant Recipient through the Fiscal Sponsor shall return any unused portion of the Grant at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Grant Recipient and Fiscal Sponsor and evidence of liability as required in Clause 10 below and returned to KaBOOM! within 10 days of receipt by the Grant Recipients, the Agreement will be deemed null and void.

c. The Grant Recipient is and shall remain in full compliance and agree to be bound by the terms of The Let's Play Everywhere Challenge Official Rules and Conditions.

## 3. PAYMENT OF THE GRANT

Subject to the conditions set forth herein, KaBOOM! will pay the Grant Recipient through the Fiscal Sponsor, if applicable, in one (1) installment of \$\_\_\_\_\_.00 (the "Grant Amount" as indicated in Congratulatory Email) within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Grant Recipient and Fiscal Sponsor to accept the Grant on the terms and conditions set forth herein.

## 4. TAX STATUS

If applicable, the Grant Recipient has partnered with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity. The Grant Recipient agrees to advise KaBOOM! immediately if there is any change in the Fiscal Sponsor's status during the Initial Term or the Extension, as applicable.

## 5. FINAL REPORT

The Grant Recipient agrees to provide a final report and maintenance plan to KaBOOM! no later than 30 days from the installation or event date, describing the goals achieved to date, and the actual expenditures reported as of the date of the report against the approved line item budget.

## 6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Grant Recipients project through the services of an evaluation agency (the "Evaluation Agency") during the Initial Term or the Extension, if applicable, at no extra cost to the Grant Recipients. The Evaluation Agency shall provide reasonable notice to the Grant Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Grant Recipients normal operation of business. The Grant Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grant Recipients business, properties and personnel as the Evaluation Agency may reasonably request. However, in no event will the Grant Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

## 7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

a. KaBOOM! and Keurig Dr Pepper may include information about the Challenge and the Grant Recipient in its periodic reports and may make information about the Challenge and the Grant Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. The Grant Recipient may include the KaBOOM! name on lists of the Grant Recipient's funders, contributors and/or supporters (the "Grant Recipient Contributor Lists"), and that in each instance in which the Grant Recipient discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!" and not by any other name or variation of that name. The Grant Recipient Contributor Lists may include information about the amount of the Grant, and the goals of the Challenge.

b. Grant Recipient shall not use the name, logo or trademarks of KaBOOM! or Keurig Dr Pepper or otherwise refer KaBOOM! or Keurig Dr Pepper in any capacity without the prior written consent of KaBOOM! or Keurig Dr Pepper, as applicable.

## 8. FUNDER RECOGNITION

KaBOOM! will provide Grant Recipient with site signage and sidewalk stencils that include the Keurig Dr Pepper and/or Let's Play logo for display (subject to local restrictions) on a temporary basis. Grant Recipient will display signage and stencils at all monitored events at the installation site. If the Grant Recipient wants permanent site signage recognizing project funders, then, at Keurig Dr Pepper's option and subject to local restrictions, KaBOOM! will facilitate Keurig Dr Pepper and/or Let's Play logo inclusion on such permanent site signage.

Grant Recipient will recognize KaBOOM! and Keurig Dr Pepper and Let's Play name and logo in any media announcements issued by the grantee concerning the Grant-sponsored playspace project. KaBOOM! shall provide grantees with a template grant announcement at the time of the grant; and Keurig Dr Pepper shall have the option, at Keurig Dr Pepper's sole expense, to provide Keurig Dr Pepper signage and the right for a Keurig Dr Pepper representative to participate in ribbon-cutting events where possible and when appropriate.

## 9. REQUESTS FROM KaBOOM!

KaBOOM! and Keurig Dr Pepper may also from time to time request site visits of Grant Recipients operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the project. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Grant.

## 10. LIABILITY INSURANCE

The Grant Recipient represents and warrants to KaBOOM! that they are a self-insured entity or hold commercial general liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence during (1) the Initial Term and the Extension and, (2), the Grant Recipient shall provide evidence of such insurance to KaBOOM! and must include KaBOOM! and Keurig Dr Pepper as additional insured.

## 11. WARRANTY AND INDEMNITY

Grant Recipients warrant that their Applications are their original work and, as such, the Grant Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. Each Grant Recipient agrees not to submit any Application that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable state, federal or local law. By accepting the Grant, the Grantee acknowledges that neither KaBOOM! nor Keurig Dr Pepper nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant funds. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KaBOOM!, Keurig Dr Pepper and its subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, losses, damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Grant sponsored project, except to the extent that such claims, liabilities, losses, damages or expenses arise from or in connection with any willful misconduct of KaBOOM!, Keurig Dr Pepper, their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

## 12. MISCELLANEOUS

The Agreement constitutes the entire agreement between KaBOOM!, and the Grant Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in

writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the District of Columbia. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, KaBOOM!, the Grant Recipient, and Fiscal Sponsor have caused this Agreement to be executed as of the date first written above by their authorized signatories.

Please return a signed copy of this Grant Letter electronically to [aewell@kaboom.org](mailto:aewell@kaboom.org).

\_\_\_\_\_ \$ \_\_\_\_\_ .00  
Play Everywhere Project Title Grant Amount Awarded

\_\_\_\_\_ Authorized Signatory Job Title  
Qualifying Entity Organization Name

\_\_\_\_\_ Date Printed Name  
Authorized Signature for Qualifying Entity

\_\_\_\_\_ E-mail Address  
Phone Number

\_\_\_\_\_ City State Zip  
Mailing Address

\_\_\_\_\_ Non-profit Status (e.g.501(c)(3))  
Federal Tax ID # (9 Digit EIN)

**Grant Recipient** (If applying with Fiscal Sponsor)

\_\_\_\_\_ Date Printed Name  
Authorized Signature

\_\_\_\_\_ Organization Name  
Authorized Signature Title

\_\_\_\_\_ E-mail Address  
Phone Number

\_\_\_\_\_ City State Zip  
Mailing Address

_____ Date George T. Megas KaBOOM! CFO
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KaBOOM! 4301 Connecticut Ave. NW Suite ML-1 Washington DC 20008