

Lowe's 100 Hometowns Grant Program
Grant Recipient Documents and Agreement
Administered by Points of Light

Submission Checklist

Upon returning this agreement, please submit to the **Points of Light Program Manager the following documents by no later than Thursday, July 15, 2021 5:00 ET**. Failure to provide the signed agreement with requested documentation may result in a forfeiture of eligibility for the Lowe's 100 Hometowns Grant Program. If you are uncertain whether you provided all of these items during Finalist vetting and scoping, please contact Points of Light at LowesHometowns@pointsoflight.org to confirm that your file is complete.

Required Documents:

- **Completed IRS Form W9** (Required)
- **IRS 501 (c)(3) Determination Letter** (Required for nonprofits only)
- **Copy of a Certificate of Insurance** (COI) with term limits listed in the Agreement listing Points of Light Foundation and Lowe's Corporation as additional insured (Required)
- **Most recent Financial Audit or IRS form 990** (Required for nonprofits only)
- **Bank Verification Letter** (Required)

Please obtain a bank verification letter from your financial institution. The letter should be on bank letterhead with a signature from the banking representative/relationship manager. The letter must include the following information:

- Your Organization Name
- Your Organization Address
- Account Number
- ACH Direct Deposit Routing Number (9 Digits)
- Bank Name
- Bank Address

Lowe's 100 Hometowns Grant Program Agreement

Administered by Points of Light

This Grant Agreement (the "Agreement") is entered into by and between Points of Light Foundation, a Delaware non-for-profit corporation, and the Grant Recipient as set forth below ("Grant Recipient") as of July 8, 2021 ("Effective Date").

A. GRANT DETAILS

Points of Light shall provide funding in the amount and to the Recipient as specified below to support Grant Recipient's implementation of its proposed Community Improvement Project (the "Grant").

ORGANIZATION NAME	City of Charlotte		
CONTACT NAME	Marcus D. Jones		
CONTACT EMAIL	marcus.jones@charlottenc.gov	PHONE	704-336-3429
ORGANIZATION ADDRESS	600 East 4th Street Charlotte, NC 28202		
GRANT AMOUNT	\$ 200,000		

B. GRANT PERIOD ("TERM")

The Agreement is in full force and effect from the Effective Date through October 31, 2021.

C. GRANT REQUIREMENTS

- Grant Recipient confirms eligibility as a 501(c)(3) organization, tax-exempt school, or government entity, and as further specified in the Lowe's 100 Hometowns Program Terms and Conditions set forth at www.pointsoflight.org/loweshometowngrantsrules
- Where Grant Recipient is receiving funds and managing the project on behalf of a third-party beneficiary that was nominated and vetted for the Grant ("Benefitting Organization"), Grant Recipient warrants it has executed an agreement with the Benefitting Organization authorizing Grant Recipient to accept funds and oversee performance of the Grant. Grant Recipient acknowledges that it will be required to provide a copy of such agreement to Points of Light or Lowe's upon request.
- Any material changes to the Community Improvement Project must be communicated in advance to Points of Light (LoweHometowns@pointsoflight.org) and approved in writing (via email) by Points of Light.
- Grant Recipient will submit a post-grant report by October 31, 2021, using the report template to be provided by Points of Light. The report will include photographs and receipts.

D. LOWE'S PROJECT REQUIREMENTS

Grant Recipient agrees to do the following:

- Implement the Community Improvement Project further described in Exhibit A ("Project Plan").
- Provide and ensure physical access to the site for construction/project improvement.
- Regularly engage with the Points of Light project contact and as necessary, Lowe's Store Captain, to execute the Community Improvement Project, including establishing a regular meeting and/or update cadence.
- If volunteers are needed to deliver the Community Improvement Project, coordinate with Lowe's Store Captains to determine if Lowe's associates could provide such support.

5. Follow all applicable laws, as well as recommended and mandatory guidelines, regulations, orders, or ordinances in place from CDC, state or local municipalities and any Lowe's provided COVID protocols which will be provided to Grant Recipient in advance.
6. When feasible, and within budget and project timeline, working in partnership with the Lowe's Store Captain, consider in good faith: (i) Lowe's for products and supplies, and (ii) Lowe's third-party installers and/or pro customers for professional contract work related to the Community Improvement Project.
7. Provide regular project status updates to Points of Light; any delays to the agreed-upon project schedule must be immediately communicated to Points of Light in writing via email.
8. Complete the project by October 31, 2021.
9. Provide and/or secure physical access to the work site at any time as requested by Lowe's for the capture of any requested photo or video content.
10. Permit Lowe's to feature the project and representatives of the project in any future media opportunities. If the project is selected by Lowe's to be featured in any future media opportunities, Grant Recipient also agrees to further background checks and vetting, as required by Lowe's.
11. Use best efforts to identify Grant Recipient's beneficiaries of the Grant who are willing to participate in Lowe's media efforts to tell the story of the impact such Grant has on such beneficiary.
12. Direct all media inquiries to the Lowe's Public Relations team: publicrelations@lowes.com.
13. Ensure there is no visible branding from Lowe's competitors at project site (For purposes of this Agreement, "Competitors" shall include the following by way of illustration, not limitation: The Home Depot, Menards, Amazon, Best Buy, Sears, Ace Hardware, True Value, Tractor Supply, and Floor & Décor).
14. Use commercially reasonable efforts to partner with Lowe's to ensure there are no branding conflicts with the Lowe's brand, and any of the products and services which Lowe's sells when Lowe's is capturing content related to the project (e.g. Home Depot branded buckets, any branded paint or tools that cannot be purchased from Lowe's, etc.).
15. Agree to keep Grant Recipient's status of being awarded a Grant confidential until such time as Lowe's elects to announce such award, provided, however, that a Grant Recipient may provide information to third parties if Grant Recipient determines, in its reasonable discretion, such third party needs to know such information and such third party agrees to keep any and all shared information confidential until such time that Lowe's elects to announce Grant Recipient's award.
16. Grant Lowe's and its affiliates the right to use the Grant Recipient's name and/or logo to advertise and promote Lowe's relationship with the Grant Recipient in conjunction with Program.
17. Agree (i) to be bound by the Lowe's 100 Hometowns Program Terms and Conditions set forth at www.pointsoflight.org/loweshometowngrantsrules%20("Terms and Conditions"), including Submission (as defined in the Terms and Conditions) requirements; (ii) to waive any rights to claim ambiguity with respect to the Terms and Conditions; (iii) to waive all of its rights to bring any claim, action or proceeding against any of the Released Parties (as defined in the Terms and Conditions) in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Lowe's 100 Hometowns Grant Program, including, but not limited to, any program-related activity or element thereof, and the Nominator's Submission (as defined in Program Terms and Conditions), participation or inability to participate in the Lowe's 100 Hometowns Grant Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any

component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator (as defined in the Terms and Conditions).

E. BUDGET

Project costs should be managed within the budget. Points of Light will not reimburse Grant Recipient for costs in excess of the budget unless the parties agree otherwise and signed in writing.

Recommended budget allocation:

Project Budget (For supplies, materials, vendors, skilled contractors, permitting and other project related costs)	\$ 200,000
Total Budget	\$ 200,000

F. RELEASE OF GRANT FUNDS

Grant Recipient will invoice Points of Light for release of grant funds according to the schedule below, and Points of Light will make payment by ACH within 30 days of receipt of Grant Recipient's invoice. Grant Recipient is responsible for ensuring Points of Light has current payment information on file (signed W-9 and ACH payment instructions). Grant Recipient will be solely responsible for payment of all taxes that may be due to any federal, state, or local taxing authority as the result of funds paid to Grant Recipient under this Agreement.

Invoice No.	Timing	Amount	Scope Covered
1	Upon execution of the SOW and submission of required paperwork (July 2021)	\$ 100,000	50% of project total budget
2	Upon Submission of Mid-term reporting, including receipts to date (August or September 2021, expected)	\$ 60,000	30% of project total budget
3	Upon completion of project and Post-Project Report (October 2021, expected)	\$ 40,000	20% of project total budget

G. USE OF FUNDS

The Grant Recipient agrees to expend the entire Grant Amount for the Project Plan, which may include operations or personnel expenses as required to carry out the grant activities. Grant Recipient agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistently with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete after October 31, 2021, as determined by Points of Light in its sole discretion. Additionally, Grant Recipient agrees to return any portions of grant funds not expended during the Term and detailed on the post-grant report, and agrees to return the Grant Award should Grant Recipient fail to submit the post-grant report by October 31, 2021.

H. TERMS AND CONDITIONS

1. **Relationship.** The relationship between the parties is that of grantor and grantee for the limited purposes as set forth herein; the parties should not be treated as partners or agents of each other, nor as entering into a joint venture arrangement with each other.
2. **No Assignment.** Grant Recipient may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without Points of Light's prior written consent.
3. **Termination.** Points of Light may terminate the Agreement immediately for cause upon notice of material breach and failure of Grant Recipient to remedy the breach within 30 days of receipt of notice. Additionally, Points of Light may terminate immediately due to conduct on the part of Grant Recipient that reasonably could be expected to injure Points of Light's or Lowe's reputation or public standing or otherwise bring disrepute to Points of Light or Lowe's.
4. **Compliance.** Grant Recipient agrees to comply with applicable local, state, and federal law in performance of the Grant Activities. Specifically, Grant Recipient will comply with all applicable requirements of the Patriot Act and related laws in its use of the funds provided under this Agreement. (Grant Recipient is referred to U.S. Department of the Treasury's "Anti-Terrorist Financing Guidelines: Voluntary Best Practices for U.S.-based Charities" which provides further information to assist Grant Recipient in fulfilling its obligation under this paragraph.)
5. **Indemnification.** To the fullest extent permitted by law, Grant Recipient agrees to indemnify and hold Points of Light harmless from and against any and all claims, losses, demands causes of action, damages, or expenses, including without limitation, reasonable attorney fees, arising out of or resulting from performance under this Agreement, any employees or agents of Grant Recipient, or anyone for whose acts they may be liable, regardless of whether such claim, demand, loss, cause of action, damage or expense, is caused in part by Points of Light. The indemnification provided herein shall survive the termination of this Agreement.
6. **Insurance.** Grant Recipients must maintain the following coverage: (i) a general liability insurance policy no less than USD \$1,000,000 per occurrence and USD \$2,000,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD \$1,000,000 per occurrence and USD \$1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD \$1,000,000; and (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance.
7. **COVID-19 and Infectious Diseases.** Recipient agrees to put in place preventative measures to reduce the spread of COVID-19 and other diseases during in-person Events; however, Points of Light cannot guarantee that the Grant Recipient (including staff, agents, and volunteers) will not become infected with COVID-19 or other diseases. Further, participating in the Grant could increase the Grant Recipient's risk of contracting COVID-19 or other diseases.

By signing this Agreement, Grant Recipient acknowledges the contagious nature of COVID-19 and other diseases and voluntarily assumes the risk that Grant Recipient may be exposed to or infected by COVID-19 or other diseases by participation in the Grant, and such exposure or infection may result in

personal injury, illness, permanent disability, and death. Grant Recipient understands that the risk of becoming exposed to or infected by COVID-19 or other diseases as a result of participation in the Grant may result from the actions, omissions, or negligence of Grant Recipient and others, including, but not limited to, Points of Light and Lowe's employees, volunteers, and program participants and their families.

Grant Recipient voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury Grant Recipient or the undersigned may experience or incur in connection with Grant Recipient's participation. Grant Recipient hereby releases, covenants not to sue, discharges, and holds harmless Points of Light and Lowe's from all claims related to injury from COVID-19 or other infectious diseases ("Claims"). Grant Recipient understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of Points of Light, Lowe's, its employees, volunteers, officers, directors, agents, contractors, insurers, representatives, affiliates, partners, successors and assigns, whether a COVID-19 or other infection occurs before, during, or after participation in the Grant.

In addition to the foregoing releases and waivers, Grant Recipient shall indemnify, defend, and hold harmless Points of Light, Lowe's, and their members, officers, directors, employees, agents, successors, and assigns (each, an "Indemnified Party"), from and against any and all losses, including liabilities, costs, charges, judgments, claims, damages, penalties, fines, and expenses (including reasonable attorneys' fees and expenses and costs of investigation and arbitration or litigation) arising out of or in connection with any third party claim, suit, action, or proceeding (each, a "Third-Party Claim") relating to POL or Lowe's exercise of the rights granted under this Section.

8. **Limitation of Liability.** In no event shall Points of Light be liable to Grant Recipient under this Agreement for any indirect, incidental, special, exemplary, or consequential damages, including damages for lost profits. The parties agree Points of Light's liability for claims arising under this Agreement exceed the Grant Amount. In no event shall Organization assert a claim or cause of action against POL for more than two (2) years after such claim or cause of action accrued.
9. **Law and Venue.** This contract should be interpreted under the laws of the State of Georgia, without giving effect to the principles of conflicts of law thereof, with any legal proceedings arising out of this Agreement to be brought before a court of competent jurisdiction sitting in Atlanta, Georgia.
10. **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing to Grant Recipient as provided under Grant Details, above, and to Points of Light as follows:
Points of Light
Attn: Contracts Administration
600 Means St. NW, Ste. 210
Atlanta, GA 30318
11. **Entire Agreement; Amendments.** This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. All amendments to this Agreements must be in writing and signed by both parties.

12. **Counterparts and Electronic Delivery.** This Agreement may be executed in counterparts and delivered in by facsimile or email; each counterpart shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date first above written.

Grant Recipient

DocuSigned by:

Marcus Jones

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Name: **Marcus Jones**

Title: **City Manager**

7/12/2021 | 12:50 PM EDT

Date

Points of Light Foundation

DocuSigned by:

Robert Herrera

7EA8EAAD0452478...

Robert Herrera, CFO

7/9/2021 | 1:24 PM PDT

Date

EXHIBIT A PROJECT PLAN

Project Location: Charlotte, NC

Project Title: Rendezvous at the Ritz!

Project Description:

This Lowe's 100 Hometowns grant will help the benefitting organization to construct a community-driven plaza and park on a city-owned vacant lot in an underserved neighborhood. Projects will involve installing pavers and hardscape, landscaping (turf, shrubs, trees), custom seating, signage, building a stage and separate on-site storage structure, commissioning a mural, and installing fencing.

Project Goals/Parameters

- Grant Recipient will provide full project delivery services for the 2021 Lowe's 100 Hometown Grants Program in the market(s) listed above;
- Grant Recipient will manage a project(s) that has been identified in the project description above in accordance with the Lowe's 100 Hometowns Grant Program contest and approved by Lowe's;
- Grant Recipient (if different from the Benefitting organization) along with the Benefitting organization(s) will create a full project plan and timeline to complete the Community Improvement project on or before October 31;
- Grant Recipient must design and manage volunteering activities called *Red Vest Days or Red Vest Impact Tuesdays* with their local Lowe's Store Captain that can include Lowe's store associates' participation (as well as community volunteers, if necessary); Red Vest Days must occur on a Tuesday on a date(s) and time(s) agreed upon by Grant Recipient and local Lowe's Store Captain; and
- Organization will manage the identification and coordination of skilled-contracted professional labor necessary to complete the project.

Delivery Requirements

These requirements are in addition to the Lowe's Project Requirements as set forth in the Agreement.

- Grant Recipient must assign one designated Project Manager to serve as main point of contact for POL, Lowe's Store Captain and Benefitting Organization (as applicable);
- Grant Recipient may retain up to 15% of awarded grant amount to cover the staffing costs of the designated Project Manager (if needed); Lowe's will not award additional funds to cover project management costs;
- Grant Recipient must use its own volunteer waivers, photo releases, and contracts; waivers must include terms requiring volunteers to release claims against Points of Light and Lowe's;
- Grant Recipient must confirm and arrange for any required local permitting prior to starting the project;
- Projects can use community volunteers from the Grant Recipient's volunteer pool to complete (non-skilled labor) tasks;

- Project sites hosting *Red Vest Days* must follow Lowe's COVID-19 safety protocol. The guidelines can be found at www.pointsoflight.org/wp-content/uploads/2021/06/100-HT-COVID-Protocol_Final.pdf
- When applicable, Grant Recipient should use local community non-profit organization(s) to assist with planning and delivering projects to best meet the community's needs;
- Grant Recipient agrees to display Lowe's branded signage at project site for the duration of the project (signage to be provided by Lowe's.)

Key Deadlines

- **Official Public Announcement of Lowe's 100 Hometowns Grantees:** July 20, 2021
- **Virtual Introductions to Finalists and Lowe's Store Captains:** July 21, 2021 – July 26, 2021
- **Project Delivery Timing:** July 21, 2021- October 31, 2021
- **Final Project Plan:** Due prior to the start of the project. Template to be provided by Points of Light.
- **Red Vest Days Run(s) of Show Due:** One week prior to the scheduled Red Vest Day(s). Template to be provided by Points of Light.
- **Reporting Deadlines**
 - **Project Progress Reporting:** Bi-weekly check-ins with Points of Light via email and/or phone for the duration of the project period.
 - **Mid-Point Report:** Due at the halfway point in the project's timeline. Includes written progress reporting, expense reconciliation and photo/ video footage of project's completion to date. Link to be provided by Points of Light for mid-point project report and photo guidelines.
 - **Final Report:** Due at the completion of the project to include written description of the completed project, expense reconciliation, receipts and photos and/or video footage of the completed project. Link to be provided by Points of Light for post-project report and photo guidelines.
- **Post-event information:** Approximately six (6) months to one year following project's completion, Grant Recipient may receive a survey from Lowe's partner, *Mission Measurement*, requesting information on the community impact of the completed project.