

DAY 1 FAMILIES FUND

Grant Agreement Terms and Conditions

November 18, 2019

Jeff Bezos (the "**Donor**") is pleased to award the following grant to Homeless Services Network of Central Florida, Inc. (the "**Charity**").

Charity: Homeless Services Network of Central Florida, Inc.

Contact: Martha Are
4065 LB McLeod Rd., Suite D
Orlando, FL 32811
(919) 559-6193

Grant amount: \$5,250,000

The grant shall be comprised of two parts: Part 1 funds (\$500,000) are to be used directly by your organization to advance strategies to end family homelessness in the jurisdiction in which you operate. Part 2 funds (\$4,750,000) will be re-granted by your organization to other nonprofit organizations pursuing solutions to family homelessness in your jurisdiction with a strong focus on providing housing as well as social services, skills training and job support to assist families in transitioning to and remaining in permanent housing. For clarity, the grant shall be used solely to help family households and examples of eligible activities include diversion, street outreach, low barrier shelter, rehousing, and connection to services.

The grant may be funded via stock transfers to the Charity. The fair market value of the stock on the date(s) Donor transfers the stock to the Charity shall be the fair market value of the stock for all tax, grant and receipt purposes, regardless of whether the Charity later disposes of the stock for a higher or lower price.

Donor is making this grant with the understanding, based upon the Charity's representation, that the Charity is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), and that it is not a private foundation as that term is defined in Section 509(a) of the Code. By executing this grant agreement (the "**Agreement**"), the Charity represents that the tax-exempt ruling it submitted to the Day 1 Families Fund has not been revoked or modified. The Charity will utilize the proceeds of the grant only for charitable purposes and activities consistent with its status as a charitable organization. The Charity will provide Donor with an initial progress report in June 2020, with annual progress reports thereafter, and other interim reports as the Donor may reasonably request. The Charity shall provide the Donor with information regarding the recipients of the Part 2 funds. The Donor has no obligation to provide other or additional support to the Charity; nor does this grant represent any commitment to, or expectation of, future support from the Donor.

The Charity shall maintain adequate financial records consistent with generally accepted accounting practices, and the Donor or his representatives have the right to inspect such records.

The Charity will permit the Donor, or his designees, to visit the premises and review activities of the Charity with respect to the programs supported by this grant and will permit the Donor, at his own expense, to conduct an independent financial and/or programmatic audit of the expenditures related to this grant, if the Donor deems it necessary.

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Washington applicable to the construction and enforcement of contracts wholly executed and performed in Washington. The Charity will indemnify, defend and hold harmless Donor against any and all third-party claims and liabilities arising from or relating to the grant.

If any term or provision of this Agreement or the application thereof to any party or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that term or provision to such parties or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior written or oral communications or agreements, all of which are merged herein.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. The rights and obligations of this Agreement are not assignable by the Charity without the express written consent of Donor.

A representative of the Charity with authority to bind the Charity must sign this Agreement as evidence of understanding and acceptance of its terms and conditions. This Agreement may be signed in counterparts. Electronic signatures are permissible.

Donor

Dated: _____

Jeff Bezos

Charity

Dated 11/7/19 _____

Martha Aze

By: Martha Aze

Its: Executive Director

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Donor

Dated: 11/18/19



Jeff Bezos

Charity

Dated _____

By: _____

Its: _____