

Shane's Kindness Request for Funding Instructions

The enclosed forms are used by Shane's Kindness, a Pennsylvania nonprofit corporation (the "Nonprofit") to accept requests for funding of events, activities and purchases from individuals and organizations that qualify for grants in accordance with the Nonprofit's charitable purpose as approved by the Internal Revenue Service ("IRS"), as well as to ensure accountability for the use of such funds by those individuals and organizations to whom the Nonprofit grants funds.

Pre-Approval Form

The individual or organization seeking to obtain a grant (the "Applicant") must submit a Pre-Approval form to the Nonprofit to be reviewed by the Nonprofit prior to the event, activity, or incurred expenses. The Pre-Approval Form requests identifying information about the Applicant and a detailed description of how the Applicant wishes to utilize funds that would be granted to it by the Nonprofit. The Applicant must clearly and accurately demonstrate its anticipated costs and provide a reasonable basis for each expense.

To the greatest extent possible, the Nonprofit pays expenses directly for the approved use(s) of the funds. The Applicant will not receive funds directly except in very limited circumstances.

Therefore, the Nonprofit will always require, to the greatest extent possible, that the Applicant provide the Nonprofit with information necessary to directly pay any and all grant expenses, on behalf of the Applicant, without surrendering control of the grant money solely to the Applicant. In the event that the Applicant will need to receive the grant funds directly, the Applicant must provide a description of the documentation it will provide to the Nonprofit to evidence the use of such funds. For example, a receipt or invoice from the provider of any food, goods, services, i.e. a purchase order with line items clearly identifying each item and amount, or a hotel room receipt. Generally speaking a non-itemized credit card receipt or non-detailed receipt (such as an adding machine tape) is NOT sufficient documentation and must be supported by additional documentation that clearly and unambiguously identifies the expense and purpose. Adequate documentation is imperative to ensure that the Nonprofit can prove compliance with all appropriate IRS regulations.

Moreover, the Applicant must describe why he/she/it is seeking a grant from the Nonprofit and how the financial assistance would help the Applicant to achieve his/her/its goals.

Finally, the Applicant must provide information on how the Nonprofit can further inquire into the Applicant's qualifications by stating when he/she/a representative for the organization would be available for an interview.

The Nonprofit will review the Pre-Approval form and determine which items are allowed and disallowed qualifying expenses and activities. The Nonprofit may request additional information or evidence for any and all items on the Pre-Approval Form.

Grant Agreement

If approved, the Nonprofit will present the Grant Agreement to the Applicant. In order to accept the grant, the Applicant must sign and return the Grant Agreement to the Nonprofit. The Applicant is then considered a grantee (the "Grantee") and may utilize the funds in accordance with the pre-approved uses.

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Demonstration of Use of Funds Form

In the event that the Nonprofit does not pay for the Grantee's expenses directly, on behalf of the Grantee, the Grantee must account for how the funds were applied by the Grantee and ensure that the funds were used in a manner that was consistent with the approval by the Nonprofit. The Demonstration of Use of Funds Form (the "Use Form") is submitted by the Grantee to the Nonprofit after the event(s) have taken place and/or the funds have been utilized. The Use Form must be completed as thoroughly as possible to demonstrate how the funds were utilized and submitted to the Nonprofit at least one year after receipt of the Grant Agreement.

Adequate documentation is imperative to ensure that the Nonprofit can prove compliance with all appropriate IRS regulations. Therefore, in addition, the Grantee will need to submit proper documentation and other evidence with the Use Form to demonstrate how the Grantee used the funds it received, as well as all other relevant correspondence with the Nonprofit regarding the use of the funds. As stated above, the Grantee must submit evidence in the form of a receipt or invoice from the provider of any food, goods and/or services, i.e. a purchase order with line items clearly identifying each item and amount, or a hotel room receipt. Generally speaking a non-itemized credit card receipt or non-detailed receipt (such as an adding machine tape) is NOT sufficient documentation and must be supported by additional documentation that clearly and unambiguously identifies the beneficiaries, the expense, and the purpose.

The Grantee must also submit a summary of the results that were achieved that adequately demonstrates how the participant(s) benefited and the results realized by the event or activity or overall use of the funds received.

The Use Form must be updated and resubmitted thereafter as directed by the Nonprofit, but no less often than once a year, until the funds have either been fully expended or, if not used in full toward fulfilling the charitable purpose of the Nonprofit, returned to the Nonprofit.

Description of tax-exempt charitable purpose

Charitable purposes approved by the IRS for Shane's Kindness include financial support for promoting the good and welfare of the aged, poor, or distressed of its community. Other approved purposes include donations and support to other Code § 501(c)(3) entities that have a similar charitable purpose to the Nonprofit. The Nonprofit cannot authorize the use of funds for political purposes such as campaigns or lobbying.

Mail Forms to:

Shane's Kindness
301 Integrity Avenue
Oreland, PA 19075

Shane's Kindness Request for Funding Pre-Approval Form

This form is designed for submission and approval by Shane's Kindness **before** expenses are incurred. Verbal communication with any member(s) of Shane's Kindness or its representatives will not substitute for submission of this form. Approval of this form does not imply nor guarantee advancement of or reimbursement of actual expenses, but serves as an advisory indication of generally approved events, activities, or expenses that may qualify.

Name and age of Applicant/ Requesting Organization:	Total Amount Requested:
Parent/ Guardian information/ Organization 501(c)(3) Purpose:	Date(s) of Event(s) for Requested Funds:

Description of intended uses/charitable purpose

Describe the intended uses/charitable purpose(s) for which the funds will be used. If the funds are used to support expenses relating to a particular event, please indicate the activities within the event that will fall under a charitable purpose. Please describe the exact and estimated expenses that the funds will be used to support in detail, and how Shane's Kindness can directly pay for such expenses. Attach additional materials and pages as necessary (e.g. registration flyers, purchase orders).

Financial Need

Please set forth how funding from Shane's Kindness will help you by promoting your good and welfare. Attach additional materials and pages as necessary.

Documentation that will be provided

In the event that Shane's Kindness is unable to pay any expenses directly, describe below, as specifically as possible, the anticipated documentation that you will receive for the use of the Grant funds. Attach additional materials and pages as necessary.

Interview and Observation Opportunities

Please provide Shane's Kindness with possible interview dates.

Contact Information of Applicant:	Date of Request
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Internal Nonprofit Use	
Disposition <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Notes (reason for disposition, additional documentation required, etc.) <hr/> <hr/> <hr/>
Date Disposition	

Mail to: Shane's Kindness, 301 Integrity Avenue, Oreland, PA 19075

Shane's Kindness Demonstration of Use of Funds Form

This form must be submitted to the Shane's Kindness Board of Directors after expenses are incurred.

Name of Grantee/ Requesting Organization:	Total Amount Advanced:
Parent/ Guardian information/ Organization 501(c)(3) Purpose:	Total Amount Applied:
	Total Amount refunded to the Foundation:

Approval

Please attach a copy of the approved Pre-Approval Form and other relevant correspondence with Shane's Kindness, along with a copy of the Grant Agreement, to this request.

Description of results

The Grantee must also submit a summary of the results that were achieved that adequately demonstrates how the participant(s) benefited and the results realized by the event or activity or overall use of the funds received.

Documentation

Describe and attach documentation supporting all applications of the pre-approved expenses not paid directly by Shane's Kindness. Provide a list of all participants or recipients.

Contact Information of Grantee	Date
Internal Nonprofit Use	
Closing <input type="checkbox"/> Funds Recovered <input type="checkbox"/> Renewal Required	Notes (reason for disposition, additional documentation required, etc.) <hr/> <hr/> <hr/> <hr/>
Date Response Issued	

Mail to: Shane's Kindness, 301 Integrity Avenue, Oreland, PA 19075

Shane's Kindness

This Grant Agreement (the "Agreement") is made effective this ___ day of _____, 20___, between Shane's Kindness, a Pennsylvania Nonprofit Corporation having a mailing address of 301 Integrity Avenue, Oreland, PA 19075 (the "Nonprofit"), and _____ (the "Grantee").

WITNESSETH

WHEREAS, Grantee has submitted a Pre-Approval Form to the Nonprofit to request funding in accordance with the Nonprofit's charitable purpose as approved by the Internal Revenue Service in accordance with its 501(c)(3) tax exemption status;

WHEREAS, the Nonprofit wishes to grant to Grantee certain approved funds and Grantee hereby wishes to accept such funds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Grant. The Nonprofit has agreed to grant funds (the "Grant") to Grantee, to be applied by the Grantee in a manner consistent with the uses authorized by the Nonprofit and as represented by Grantee in that certain Pre-Approval Form and through interviews with the Nonprofit, as well as through other correspondence related thereto. Grantee hereby accepts the Grant in accordance with the provisions set forth in this Agreement and the Pre-Approval Form and Instructions.

2. Grantee Covenants.

a. The Grantee shall use the Grant only as authorized by the Nonprofit in furtherance of its charitable purpose as granted by the Internal Revenue Service. If Grantee does not utilize the Grant in full as provided by the Nonprofit for the approved purposes, Grantee is obligated to repay to the Nonprofit all such remainder funds. Grantee shall not utilize the Grant for any prohibited purpose as defined in the Internal Revenue Code Section 4945(d) (e.g., lobbying, political activity, grants to individuals that do not comply with Code Section 4945(d)(3), grants to organizations that do not comply with Code Section 4945(d)(4), and activities with a purpose other than a charitable, educational, or other exempt purpose).

b. The Grantee shall maintain appropriate books and records of the use of the funds, as specified by the Nonprofit, and make all such books and records available to the Nonprofit for copying and inspection.

c. The Grantee shall fully disclose to the Nonprofit how Grantee applied the Grant by submitting the Demonstration of Use of Funds Form to the Nonprofit prepared as thoroughly and accurately as reasonably possible. The Grantee must submit the Demonstration of Use of Funds Form one (1) year from the execution of this Agreement, and will be required to update or amend the same thereafter as requested by the Nonprofit, but no less often than once a year, until the Grant has been fully expended or otherwise returned to the Nonprofit.

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d. The Grantee shall be forthcoming with any and all documentation requested by the Nonprofit and the Internal Revenue Service to substantiate the use of the Grant.

3. **Default.** The Grantee will be in default of this Agreement should the Grantee:

- a. Use Grant funds in any manner that is not consistent with the uses authorized by the Nonprofit and the Nonprofit's charitable purpose;
- b. Fail to make reports as required and requested by the Nonprofit; and/or
- c. Does not comply with any one provision of this Agreement.

4. **Remedy.** Should the Grantee default, the Nonprofit has the right to unilaterally terminate this Agreement and take all actions available in order to seek relief. The Nonprofit may also, but is not limited to, withhold further payments, take all reasonable steps, including legal action, to recover misappropriated funds, or impose additional limitations on Grantee's pre-approved purposes.

5. **Governing Law; Jurisdiction; Venue.** This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard for the conflict of law principles thereof. Exclusive jurisdiction and venue for any action relating to this Agreement is in the Commonwealth of Pennsylvania.

6. **Counterparts.** This Agreement may be executed by facsimile or electronic signature and in multiple counterparts, each of which, when taken together, shall constitute one entire agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

Shane's Kindness, a Pennsylvania nonprofit corporation

By: _____

Name: _____

Authorized Representative

GRANTEE

Name: _____

Title: _____