

# HILL RESERVE ALUMNI CHARITABLE ASSOCIATION FUNDING AGREEMENT

**THIS HILL RESERVE ALUMNI CHARITABLE ASSOCIATION FUNDING AGREEMENT** (this "Agreement") is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_ (the "Applicant") and HILL RESERVE ALUMNI CHARITABLE ASSOCIATION (the "Donor") on the following:

## TERMS AND CONDITIONS

A. WHEREAS, Applicant is a United States Air Force (USAF) Reserve member or the immediate family member of a USAF Reserve member (defined herein as the spouse or dependent child of a USAF Reserve member) or USAF Reserve Retiree, and has completed the Hill Reserve Alumni Charitable Association Funding Application (the "Application"), which is attached hereto as **Exhibit A** and incorporated herein by reference;

B. WHEREAS, Donor is a 501(c)(3) non-profit charitable organization incorporated for the purpose of providing USAF Reserve members, their families and USAF Reserve Retirees with financial support to aid them in overcoming short-term financial difficulties;

C. WHEREAS, Donor has reviewed Applicant's Application and determined that it meets the Donor's funding criteria, and Donor, or an authorized subcommittee thereof, has approved Applicant's Application.

NOW, THEREFORE, upon the above Terms and Conditions, and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## AGREEMENT

1. **Funding of Application.** Within 14 days of the Effective Date, Donor will provide Applicant with a one-time grant of \$ \_\_\_\_\_ Dollars (the "Grant") in the form of a check, bank transfer, or other means reasonably satisfactory to the parties. Applicant understands and agrees that the Grant funds shall be used only for the purpose set forth in the Application, and shall be used for no other purposes. *Except* that any Grant funds remaining after the satisfaction of the purpose identified in the Application may be used for purposes reasonably related to the grant (for example, living expenses, emergency travel, medical/dental care, child care, or moving expenses) but shall not be used for entertainment, recreation, or any other purpose not specifically set forth in the Application, or reasonably related to the above.

2. **Representations and Warranties of Applicant.** Applicant hereby represents and warrants to Donor that:

a. All representations and information submitted to Donor as part of the application process are true and correct to the best of Applicant's knowledge.

b. By executing the Application and this Agreement, Applicant is providing Donor with Applicant's consent to contact any third parties identified in Donor's Application for the purpose of confirming information provided by Applicant or gathering additional details required to complete the Application.

3. **Indemnification.** Applicant shall defend, indemnify and hold Donor harmless from and against the losses, damages, costs and expenses (including, without limitation, Donor's attorneys' fees and other costs of legal defense, whether direct or indirect) associated with any and all claims, demands, suits, proceedings or judgments relating to or arising out of any breach of any of Applicant's representations and warranties hereunder.

4. **Governing Law.** This Agreement and all rights, obligations, and liabilities hereunder shall be construed and enforced in accordance with the laws of the state of Utah.

5. **Severability.** If any provision of this Agreement shall be deemed unenforceable for any reason, the remainder of this Agreement shall, to the extent permitted by law, continue in full force and effect.

6. **Paragraph and Other Headings.** The paragraphs and other headings of this Agreement are for reference purposes only and shall not be deemed to alter or amend the language of this Agreement exclusive of such headings.

7. **Amendments.** This Agreement may only be amended upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

8. **Waiver.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

9. **Attorneys' Fees.** In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorneys' fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

10. **Confidentiality.** Applicant agrees that it shall not disclose or otherwise communicate the terms of this Agreement, at any time, to any party, without the prior written consent of Donor.

11. **Miscellaneous.** Applicant has received, read and understands the terms of the Application and this Agreement including the restrictions on use outlined herein and in the Application. Applicant agrees to contact Donor with any questions regarding the grant.

12. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above their signatures.

**“APPLICANT”**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

[\_\_\_\_\_] Signature – electronic or ink [\_\_\_\_\_]

[\_\_\_\_\_] Printed Name [\_\_\_\_\_]

**“DONOR”**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

[\_\_\_\_\_] Signature – electronic or ink [\_\_\_\_\_]

President,  
Hill Reserve Alumni Charitable Association