

Acceptance of Grant

In Acceptance of a donation from Easton Sports Development Foundation II the Recipient agrees to the following:

The Recipient is (1) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and is not a private foundation as defined in IRC Section 509(a) or (2) is an appropriate government entity. The Recipient will inform the Foundation immediately as to any change in its status.

The Recipient shall not cause any reciprocal benefit to be accrued to the Foundation or to any individual within the Foundation as a result of this donation.

The donation is to be used solely for the purpose as approved by the Easton Foundations Grant Committee.

The donation is not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e), or to engage in any other activity that, if conducted directly by the Foundation, would result in the imposition of any tax on the Foundation under IRC Chapter 42.

The Recipient shall not use any portion of the donation to influence the outcome of any specific election for candidates to public office, or to carry on any voter registration drive except as provided in IRC Section 4945(f).

The Recipient shall not use any portion of the donation to induce or encourage violations of law or public policy, to be used to support terrorism or any terrorist organization or group, or to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

The Recipient hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Recipient, its employees, or agents in applying for or accepting the donation, in expending or applying the funds or in carrying out any project or program to be supported by this donation, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees, or agents.

The Foundation may release information concerning this donation to the press and to other news media, at such time or times as it shall deem appropriate. In the event that the Recipient shall desire to release any such information, copies of all proposed releases and other published material will be submitted to the Foundation and distribution of the same will be conditional upon its approval.

This agreement applies to the grant approved by the Easton Foundations Grant Committee and supersedes any prior oral or written understanding or communication between the parties.

Hidden Gems, Inc.

Print Name: Natasha Green
Signature: Natasha Green
Title: President & CEO
Dated: June 18, 2013

ESDF Request #: GR2013-034
Payment Amount: \$3,313.38
Payment Date: 3/28/2013
Payment Type: Equipment