

GRANT AGREEMENT

EFFECTIVE DATE: _____

GRANT AMOUNT: \$3,000.00

GRANTEE: Osborne Adventures

PROJECT DESCRIPTION: Installation of six Bike-Share stations

PROJECT ADDRESS: City Center locations

GRANT TERM: Eighteen Months from Effective Date

The City of Salem, an Oregon municipal corporation (City) and Osborne Adventures, an Oregon nonprofit corporation (Grantee), and together the Parties, are entering into this Agreement to establish the terms of the grant to Grantee. City has relied on the representations and statements in the Salem, OR Bike Share program documents provided by Grantee, attached hereto as Exhibit 1. This Agreement is effective on the date last signed by both Parties below.

As a condition of a total grant of \$3,000.00 from the City, the Grantee agrees to the following:

1. Provide evidence of matching funds required to implement program.
2. The purpose of the grant is to contribute to the installation and maintenance of six Bike-Share Stations that include at a minimum, capacity for up to 10 Smart Bicycles, information Kiosk, heavy-duty platform/docking station.
3. Prior to disbursement of grant funds, Grantee must submit to City confirmation of financial resources sufficient to cover any costs not covered by the grant funds.
4. Grantee must complete building within eighteen months of the effective date of this Agreement.
5. Grantee must provide City a copy of the vendor contract for Bike-Share Stations.
6. Grantee must provide City a copy of an insurance policy to cover full replacement value of the project upon completion.
7. The City shall disburse funds to Grantee on an expense-reimbursement basis within 30 (thirty) days after City's receipt of a progress report including a reimbursement request accompanied by documentation, satisfactory to the City, of the expenses for which reimbursement is requested. The documentation shall include invoices and receipts as appropriate. All disbursements are subject to the terms of this Agreement.
8. Grantee shall submit to City a copy of Grantee's contract with the contractor and architect that Grantee chooses to undertake the design and construction of the project. The Parties are not joint-venturers.
9. Grantee shall maintain the bike stations funded by the grant in good order for a period of at least five (5) years, including prompt removal of graffiti and repair of damage or vandalism.

10. Grantee shall defend, indemnify, and hold harmless the City of Salem, its officers, agents, employees, and contractors from all claims, suits, and actions of whatever nature resulting from or arising out of the activities or negligence of Grantee, its officers, agents, and employees under this Agreement.
11. Grantee to provide to the City quarterly progress reports on the project.
12. City may, after notice to the Grantee of its intent to do so, cancel its participation in the Bike-Share stations which funds are granted in the event the City, in its sole judgment, finds that:
 - Grantee has failed to make substantial progress in completion of the Bike-Share Stations; or
 - There is any material adverse change in the financial condition of Grantee or Bike Stations; or
 - Grantee has failed to comply with the terms of this Agreement; or
 - Such cancellation is necessary to comply with the requirements of law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

City of Salem, Oregon

Grantee

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____