



## **FUNDING AGREEMENT**

This Funding Agreement (“Agreement”) is made and entered into by and between:

**Kenton County Fiscal Court** having its principal office located at 1840 Simon Kenton Way Suite 5200 Covington, KY 41011 (the “Funder”),  
and

**Cincy Bike Share Inc.**, dba Red Bike, a nonprofit corporation organized and existing under the laws of the State of Ohio, with its principal office located at 600 Central Avenue Cincinnati, OH 45202 (the “Recipient”).

Collectively referred to as the “Parties.”

### **1. Purpose of Funding**

The Funder agrees to provide financial support to the Recipient in the amount of \$5000.00 per year for a period of three (3) years, for a total of \$15,000.00, to be used exclusively for operational support in alignment with Red Bike’s mission as a nonprofit public charity described in Section 501(c)(3) of the Internal Revenue Code (the “Code”). Funds may not be used to (a) attempt to influence legislation or (b) participate in political campaigns on behalf of or in opposition to any candidate for public office. All funds shall support activities conducted within the Greater Cincinnati region.

### **2. Term and Disbursement Schedule**

This Agreement shall commence on the date of the initial disbursement and continue for three (3) years thereafter. The Funder shall make annual disbursements of \$5000.00 on or around the anniversary of the first payment, subject to the Recipient’s compliance with the terms of this Agreement.

### **3. Public Charity Status**

The Recipient affirms that it is a tax-exempt public charity under Sections 170(b)(1)(A), 501(c)(3), and 509(a) of the Code. A copy of the IRS determination letter confirming this status shall be submitted with the executed Agreement. The Recipient agrees to notify the Funder immediately of any change in its public charity status.

### **4. Use of Funds and Adjustments**

Funds must be used solely for the purposes described in Section 1. If any portion of the funds is misapplied or remains unspent at the end of the funding period, the Funder may

request such funds be returned. Uncommitted funds remaining at the end of the term shall be returned to the Funder unless otherwise agreed in writing.

## **5. Accounting and Recordkeeping**

The Recipient agrees to maintain complete and accurate financial and administrative records related to the use of the funds for at least two (2) years following the conclusion of the funding period. Upon reasonable notice, and at the Funder's expense, the Funder reserves the right to inspect or audit relevant records.

## **6. Reporting Requirements**

The Recipient shall provide the Funder with an annual report within thirty (30) days following the conclusion of each year of the agreement. This report shall include a summary of operational outcomes supported by the funding and a brief financial statement of fund usage. Reports shall be submitted electronically to [funder\_email@example.com].

## **7. Recognition**

The Recipient agrees to recognize the Funder's support in appropriate communications, materials, and publications. Any public announcements or press releases referencing this Agreement must be submitted to the Funder for review and approval prior to release.

## **8. No Personal Benefit**

The Recipient affirms that the funding under this Agreement does not satisfy any personal obligation or pledge of any third party and that no individual or entity associated with the Funder will receive any personal benefit as a result of this funding.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in Ohio.

## **10. Payment Schedule**

The initial annual disbursement shall be issued within thirty (30) days of receipt of a fully executed Agreement by the Funder. The Recipient shall confirm receipt by email.

IN WITNESS WHEREOF, the Parties have executed this Funding Agreement as of the dates written below.

**FOR THE FUNDER:**

Signature: \_\_\_\_\_

Name:

Title:

Organization: Kenton County Fiscal Court

Date: \_\_\_\_\_

**FOR THE RECIPIENT:**

Cincy Bike Share Inc. dba Red Bike

Signature: \_\_\_\_\_

Name: Doug McClintock

Title: Executive Director

Date: \_\_\_\_\_