GRANT ROUND 16 (2017)
PROJECT AGREEMENT

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program ("LCHIP"), and the [RECIPIENT] (the "Recipient"), mutually agree to perform this Project Agreement ("Agreement"), as described herein, in accordance with NH RSA 227-M; the LCHIP Criteria, Guidelines and Procedures (LCHIP Guidelines), and all other applicable laws.

Grant Recipient:                          
Project Name:                            
Project Type:                            
Grant Award: Up to                       
Grant Expiration Date: December 31, 20XX

PROJECT DESCRIPTION

GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

GRANT EXPIRATION
The Recipient must perform all obligations of this grant no later than the Grant Expiration Date above unless a request for extension has been approved by LCHIP.

USE OF FUNDS
Funds expended on behalf of LCHIP are done so with the understanding that the property protected by the Resource will be used and maintained exclusively for the uses permitted under NH RSA 227-M, kept available for public access and held in the public trust. No deviation in these uses to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of the Resource from the public trust is prohibited, except as provided in NH RSA 227-M:13. Funds shall not be expended for any other purpose without prior written approval of LCHIP and in no case may be used for political or lobbying activity.

LCHIP’S OBLIGATION OF FUNDS
Subject to the Recipient’s compliance with this Agreement, LCHIP hereby obligates payment in support of the Project outlined herein from the LCHIP Trust Fund in an amount not to exceed [Grant Award $ $], to be delivered in the form of a check made payable to the Recipient or its agent, at a place and time mutually agreed upon between the parties. Upon completion of the Project, LCHIP will transfer additional funds from the LCHIP Trust Fund to the LCHIP Community Conservation Endowment fund in compliance with the LCHIP Guidelines.

RIGHT TO MODIFY OR REVOKE
LCHIP reserves the right to discontinue, modify, revoke, withhold or require the refund of any grant funds provided under this Agreement if, at LCHIP’s sole discretion, such action is necessary to comply with applicable laws or regulations, or if Recipient has not fully complied with the terms and conditions of this Agreement including completion of the Project by the Grant Expiration Date.

LCHIP’S LIMITED OBLIGATION AND TERMINATION CLAUSE
Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without
limitation the continuance of payments hereunder, are contingent upon the availability of funds and in no event shall
the State be liable for any payments hereunder in excess of such available funds.

In the event of a reduction or termination of such funds, the State shall have the right to withhold payment until such
funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the
Recipient notice of such termination. The State shall not be required to transfer funds from any other account to the
LCHIP Trust Fund in the event funds in that account are reduced or unavailable.

PUBLICITY
Recipient shall insure that all publicity materials it releases related to the project include the LCHIP logo and recognition
of the financial support received through LCHIP. LCHIP may distribute information regarding its grants, including
photographs, logos or trademarks, or other information or materials provided by Recipient, as LCHIP sees fit.

OBLIGATIONS OF GRANT RECIPIENT
As Recipient, [the GRANT RECIPIENT] hereby agrees:
1. to provide LCHIP with immediate written notification of any changes in its tax-exempt status or ability to expend
grant funds for the purposes originally intended;
2. that the rights and obligations conveyed under LCHIP grants may not be assigned or transferred without prior
   written approval from LCHIP;
3. that any material change to the Project described herein including any extension of the Grant Expiration Date shall
   require LCHIP approval and an amendment to this Agreement;
4. to provide interim reports describing progress in developing the Project, which may include timelines or financial
   reports upon request from LCHIP and without unreasonable delay;
5. to submit all required project documentation in accordance with the guidance documents attached hereto and
   incorporated herein no less than four weeks prior to fund disbursement;
6. to enter into a Grant Agreement with LCHIP, and to record said Grant Agreement immediately following the Deed at
   the County Registry of Deeds in the county in which the property is located; and
7. to return to LCHIP any funds herein provided to the extent of any loss due to any title that proves to be less than
   clear and marketable for any portion of the property or due to material misrepresentations made during the
   application or project completion process.

The undersigned have read, understand and agree to the terms in this Project Agreement;

FOR [RECIPIENT]                                               FOR THE STATE OF NEW HAMPSHIRE

By: ____________________________________________________________  By: ________________________________

[CONTACT NAME], [TITLE]                                      Dorothy T. Taylor, Executive Director
Duly Authorized                                                 Land and Community Heritage Investment Program

Date: ________________________________                           Date: ________________________________