

Summit Initiatives Foundation Inc.

Loan Agreement

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The Summit Initiative Foundation loan awarded to your organization is for the explicit purpose(s) described below and is subject to your acceptance of the following agreement and provisions. This form must be signed and returned prior to any funds being distributed.

**Organization:**

**Amount of Loan:**

**Date Authorized:**

**Loan Purpose:**

**Special Conditions of the Loan:** Refer to legal loan agreement.

**Reports Due:**

Loan recipients must use the loan funds only for the purposes for which the loan was made. The borrower agrees to the following conditions:

1. **Announcing the Loans**

Borrowers are encouraged to make public announcements on their own, especially when such notices might stimulate additional support or help spread the word about important projects or needs. The contribution should be announced as a loan from the Summit Initiatives Foundation, a supporting organization of the Community Foundation of Greater Fort Wayne.

The text of the proposed release must be submitted to the foundation for review prior to the release date.

1. **Expenditure of Funds**

This loan is to be used only for the purpose described in the agreement. If an exception is needed, requests must be submitted in writing and approved by the Summit Initiatives Foundation.

1. The borrower shall return funds to the Summit Initiatives Foundation:

* if the foundation determines that the borrower has not performed in accordance with this agreement, or
* if the borrower loses exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

1. No funds provided by the Summit Initiatives Foundation may be used for any political campaign or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study, and research.
2. Unless specifically authorized by the Summit Initiatives Foundation, expenses charged against this loan may not be incurred prior to the effective date of the loan, and may be incurred only as necessary to carry out the purposes and activities of the approved loan.
3. The borrower is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

**3. Reports to the Community Foundation**

1. Interim reports should be submitted every six months while the loan is outstanding.

They may be brief and should include a financial summary, indicating how foundation funds have been expended during the period, and a short narrative on activities covered by the loan.

1. A final report is required within 30 days of the loan repayment.

This report should include complete financial statements showing all funds received and expended for the purpose of this loan, and a brief narrative report. **Future loans may be canceled if documentation and/or reporting requirements are not received by their respective due dates.**

**4. Limits of Commitment**

Unless otherwise stipulated in writing, this loan is made with the understanding that the Summit Initiatives Foundation has no obligation to provide other or additional support to the borrower.

1. **Required Notification**

The borrower agrees to inform the Summit Initiatives Foundation immediately of any alterations in its structure, activities or otherwise, which may affect its status as an organization exempt from income tax under Section 501(c)(3) of the U.S. Internal Revenue Code.

1. **Indemnity**

The borrower shall indemnify, defend, and hold the Summit Initiatives Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement, including the planning, acquiring, constructing, equipping or use of the project, or the planning, arranging, implementing, sponsoring or conducting of any program or activity by the borrower. In no case shall the Summit Initiatives Foundation be liable to the borrower or any third party for consequential damages.

We agree to the Loan Agreement and Provisions outlined above, signed:

**Lendor:** **Borrower:**

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| **Printed** Name of Executive Director | **Printed** Name of Board President |
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| **Date** and **Signature** of Executive Director | **Date** and **Signature** of Board President |
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