

Exhibit “A”

THE LEARY FIREFIGHTERS FOUNDATION

GRANT AGREEMENT

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This Grant Agreement (the “Agreement”) is made and entered into on _____, 20____ (the “Execution Date”) by and among The Leary Firefighters Foundation, a nonprofit corporation (“Foundation”), and Township of West Orange Fire Department, a paid fire department (“Grantee”) or, with reference to the following:

I. RECITALS

1. The Foundation is a nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
2. Grantee is a fire department providing fire, emergency and rescue services in West Orange, New Jersey, to which contributions are deductible under Code Section 170(c)(1).
3. The Foundation desires to purchase, on behalf of Grantee, a Free-Standing Roof Prop and Materials at a cost of approximately Twenty-Four Thousand Nine Hundred and Seventy-Nine Dollars (\$24,979.00).

NOW THEREFORE, the Foundation and Grantee hereby agree as follows:

II. TERMS AND CONDITIONS OF THE AGREEMENT

The terms and conditions of this Agreement are as follows:

1. Grant. Subject to satisfaction of the terms, conditions and all other requirements set forth in this Agreement, the Foundation hereby pledges to purchase on behalf of and for the benefit of Grantee the following equipment (the “Equipment”): a Free-Standing Roof Prop and Materials (the “Grant Purpose”) at the estimated cost of Twenty-Four Thousand Nine Hundred and Seventy-Nine Dollars (\$24,979.00) (the “Grant”). In the event the actual cost of the Equipment exceeds the Grant amount by more than five percent (5%), the Foundation may, in its sole and absolute discretion, terminate this Agreement and have no further obligation whatsoever to Grantee. The Grant shall only be used for the Grant Purpose, and no amount of the Grant may be applied for any other use or purpose without the prior written consent of the Foundation, in its sole and absolute discretion. Such Grant shall be paid directly to the vendor of the Equipment. Whenever possible, upon purchase of the Equipment, title to the Equipment shall be vested directly in the name of Grantee.

2. Termination of Grant. Upon the occurrence of any one of the events listed below (a “Grant Termination Event”), the Foundation shall not be obligated to make any further payments of the Grant or purchase of the Equipment, and (ii) the Foundation may demand that Grantee return the Equipment to the Foundation: The Grant Termination Events are as follows:

(a) Grant funds are applied for purposes not permitted under Section 3 of this Agreement.

- (b) Grantee is in material breach of any provision of this Agreement.
- (c) Grantee ceases to be described in Code Section 170(c)(1).

3. Sole Purpose of Grant. All parties hereto understand and agree that the Grant shall only be used for the Grant Purpose as contemplated by this Agreement. Use of any portion of the Grant for any other purposes must have the prior written approval of the Foundation. Without limiting the foregoing, Grantee agrees that the Grant will not be used for any of the following purposes: (i) to attempt to influence legislation or attempt to influence the outcome of any specific election, including conducting, directly or indirectly, any voter registration drive; (ii) to make grants to individuals or to other organizations; or (iii) to undertake any activity other than for charitable purposes within the meaning of Code Section 170(c)(2)(B).

4. Maintenance of Equipment. Grantee shall maintain the Equipment in good working order over its useful life in accordance with the manufacturer recommendations. In the event the Equipment becomes defective during the applicable warranty period, Grantee shall (i) promptly seek repair or replacement of the Equipment from the manufacturer or vendor, and (ii) Grantee shall notify the Foundation of such defect and the resolution of the defect.

5. Nonliability; Indemnification. Grantee agrees that the Foundation shall have no liability whatsoever for any defect or malfunction in the Equipment or for any direct or indirect loss, damage, claim or cost arising therefrom. Grantee shall indemnify and hold Foundation harmless from and against any claim, loss, liability or damage (including attorneys' fees) arising out of, or in connection with, the Equipment and/or the use of the Equipment by Grantee or any other person.

6. Financial Report and Updates. Within ninety (90) days after date on which the Grant is provided to Grantee, Grantee shall provide the Foundation with a report on the deployment of the Equipment. Grantee shall provide the Foundation a full report on the use of the Equipment within twelve (12) months of the date of receipt of the Grant and for five (5) years annually thereafter. The reports shall include an update on how the Grant was used to better serve the community as well as any challenges faced. The reports must be signed by the "chief" of the Grantee. Grantee agrees to cooperate and respond to periodic inquiries from the Foundation in its efforts to monitor the use of the Grant.

7. Use of Names and Likeness. Notwithstanding anything to the contrary contained herein, Grantee shall not use, publish, disseminate, display or refer in any way to the name, likeness, image or biography of Denis Leary or the name of The Leary Firefighters Foundation or any entity related to Denis Leary or The Leary Firefighters Foundation, including, without limitation, in any contributor lists, solicitation materials, promotional materials, news materials, publicity materials, social media, or commemorative materials created, published or used by Grantee, without express prior written consent of the Foundation, in its sole and absolute discretion.

III. GENERAL PROVISIONS

1. Cumulative Remedies. Notwithstanding any rights or remedies which are set forth in this Agreement, such rights or remedies shall not be exclusive and the parties hereto shall have any and all rights or remedies available at law or in equity.

2. Additional Documents. Provided the other party is not in default, each party agrees to execute all other instruments, documents or other papers, and perform all other acts necessary and proper to carry out and consummate the transactions contemplated hereby.

3. New York Law Governs. This Agreement in all respects shall be subject to the laws of the State of New York.

4. Severability. A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Agreement, which shall remain in full force and effect.

5. Valid Existence. Each entity executing this Agreement represents and warrants that such entity is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is formed.

6. Authority. Each person executing this Agreement hereby warrants and represents that he or she is duly authorized and empowered by the entity on whose behalf he or she is signing this Agreement to execute and deliver this Agreement as the agreement of said entity and that this Agreement is binding upon such entity in accordance with its terms.

7. Notices. All notices and writings required or permitted under this Agreement shall be mailed, delivered or transmitted by one party to the other party at its notice address provided on the signature pages of this Agreement, and each such notice shall be deemed effective and given: upon receipt if personally delivered; upon receipt if sent by telegram, telex, telecopy or electronic mail; upon receipt or upon the date of first attempted delivery, if sent by certified or registered mail with postage prepaid, return receipt requested, or if sent by Federal Express or other nationally recognized carrier service; or upon receipt if sent in any other way. Any party hereto may from time to time, by written notice to the other, designate a different notice address which shall be substituted for the one specified on the signature pages of this Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be a duplicate original. All parties to this Agreement agree that they will each execute a duplicate original of the Agreement as soon as possible upon receipt, and that a copy of each original signature page will be sent via facsimile or electronic transmission to each party immediately after execution.

9. Amendments. This Agreement may be amended only by a written instrument signed by each of the parties hereto.

10. Waivers. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such party

of any other covenant, condition, or promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition, or promise shall not prevent a party from later pursuing any remedies or insisting upon full performance for the same or any similar breach or failure.

11. Recitals. The Recitals are hereby incorporated into and made part of this Agreement.

12. Attorneys Fees; Forum. In the event of any litigation to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees as fixed by the court. Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts located in New York, New York.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

THE LEARY FIREFIGHTERS FOUNDATION

Dated: _____

By: _____
Denis Leary, President

Dated: _____

By: _____
Ron Nash, Director

Address for Notices:

**TOWNSHIP OF WEST ORANGE FIRE
DEPARTMENT
EIN #22-6002396**

Dated: _____

By: _____
Robert D. Parisi, Mayor

Dated: _____

By: _____
John Sayers, Business Administrator