

## DEEP ELLUM FOUNDATION

### ***Grant Application Policy 2021***

The Deep Ellum Foundation (DEF) serves to maintain, enhance and advocate on behalf of the Deep Ellum neighborhood. We do this by a) connecting and informing stakeholders, b) providing public safety services, c) maintaining and improving the built environment, d) marketing and promoting the area, and e) cultivating core assets including art, music, culture, entrepreneurship, and diversity that continuously spur the community to thrive.

Each year, DEF invests financial resources into related endeavors within the boundaries of the Deep Ellum Public Improvement District that will serve and better the community as a whole. We offer the opportunity to local property owners, businesses, residents and stakeholders to partner with us toward this end through two primary funding opportunities—our **Inviting Environment Matching Fund** and **Authentic, Unique, Vibrant Community Grant**. These funding opportunities support local stakeholders in improving the built environment and in activating the neighborhood with unique offerings that draw people to Deep Ellum, respectively. For 2020-2021, DEF has also launched our **COVID Pivot Fund** designed to support those local stakeholders striving to reposition their businesses or remain viable and keep their customers and staff safe as COVID-19 continues to impact us all.

### **Inviting Environment Matching Fund**

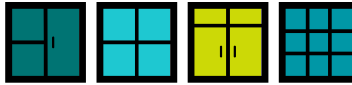
DEF considers matching contributions ranging from 25-75% to support the following strategic goal.

*Strategic Goal: Deep Ellum offers an inviting environment. It is clean and visually attractive with infrastructure enabling comfortable walkability as well as green and public spaces locals and visitors alike want to linger in.*

Eligible Projects include but are not limited to:

- ❖ Lighting Enhancement – priority
- ❖ Graffiti Removal
- ❖ Public Art/Art Accessible by the Public
- ❖ Landscape Enhancement

\*Important Note: DEF may institute a cap on total funds disbursed per business this year as we anticipate demand will be larger in 2020 than originally budgeted for.



## DEEP ELLUM FOUNDATION

### **Authentic, Unique, Vibrant Community Grant**

DEF considers grants ranging from \$250-\$5,000 to support the following strategic goal.

*Strategic Goal: Deep Ellum is a unique, authentic and vibrant community where entrepreneurs and the arts thrive while culture and history are honored. The people, uses and activities are diverse, yet the stakeholders are engaged and supportive of one another, collectively sharing to the world the narrative of Deep Ellum and surrounding neighborhoods. Deep Ellum is a known and attractive destination in Dallas, the region, and worldwide.*

Eligible Programs include but are not limited to:

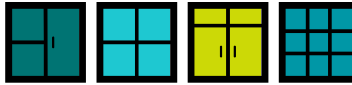
- ❖ Public Events
- ❖ Activations
- ❖ Exhibits
- ❖ Markets
- ❖ Tours

### **COVID Repositioning (Pivot) Fund 2020-2021**

In addition to the above funding opportunities, in 2020 DEF will consider funding requests for physical improvement, neighborhood activation, and business development projects that specifically help Deep Ellum businesses reposition in light of the ongoing COVID-19 pandemic to sustain and grow their business.

Prospective funding requests may include but are not limited to:

- ❖ Physical improvements to serve customers safely as the pandemic continues (e.g. installing takeout windows, plexiglass barriers, or expanding/enhancing outdoor service areas for customers).
- ❖ Improving digital sales capabilities (e.g. through upgrading websites, expanding online sales platforms, or content production to aid SEO optimization and the customer experience. Note, requests to directly fund online ads or other digital marketing are not eligible).
- ❖ Directly supporting staff testing for COVID-19 (note, this applies only if alternative testing is not available such as the weekly free testing DECA offers at Life in Deep Ellum, Tuesdays 1-3pm)
- ❖ Activations and events that allow for or encourage social distancing.



## DEEP ELLUM FOUNDATION

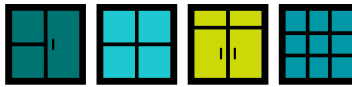
In order to be considered for receiving such financial resources, potential recipients must fill out the application thoroughly and concisely before returning it by email to the Executive Director of the Deep Ellum Foundation. The DEF Executive Director will contact the potential recipients directly with any questions, comments or concerns.

All grant applications are brought to a vote before the DEF Board at the subsequent board meeting. Board meetings are held on the second Tuesday of every month. If the grant application is approved, a check will be issued within five (5) business days of the board meeting. All checks will be sent via mail or scheduled for pickup. Checks must be cashed within seven (7) to ten (10) business days of the date posted on the check. By accepting and depositing the requested money, the asking party is committing to all follow up and reporting as specified in the application. (See number 3.)

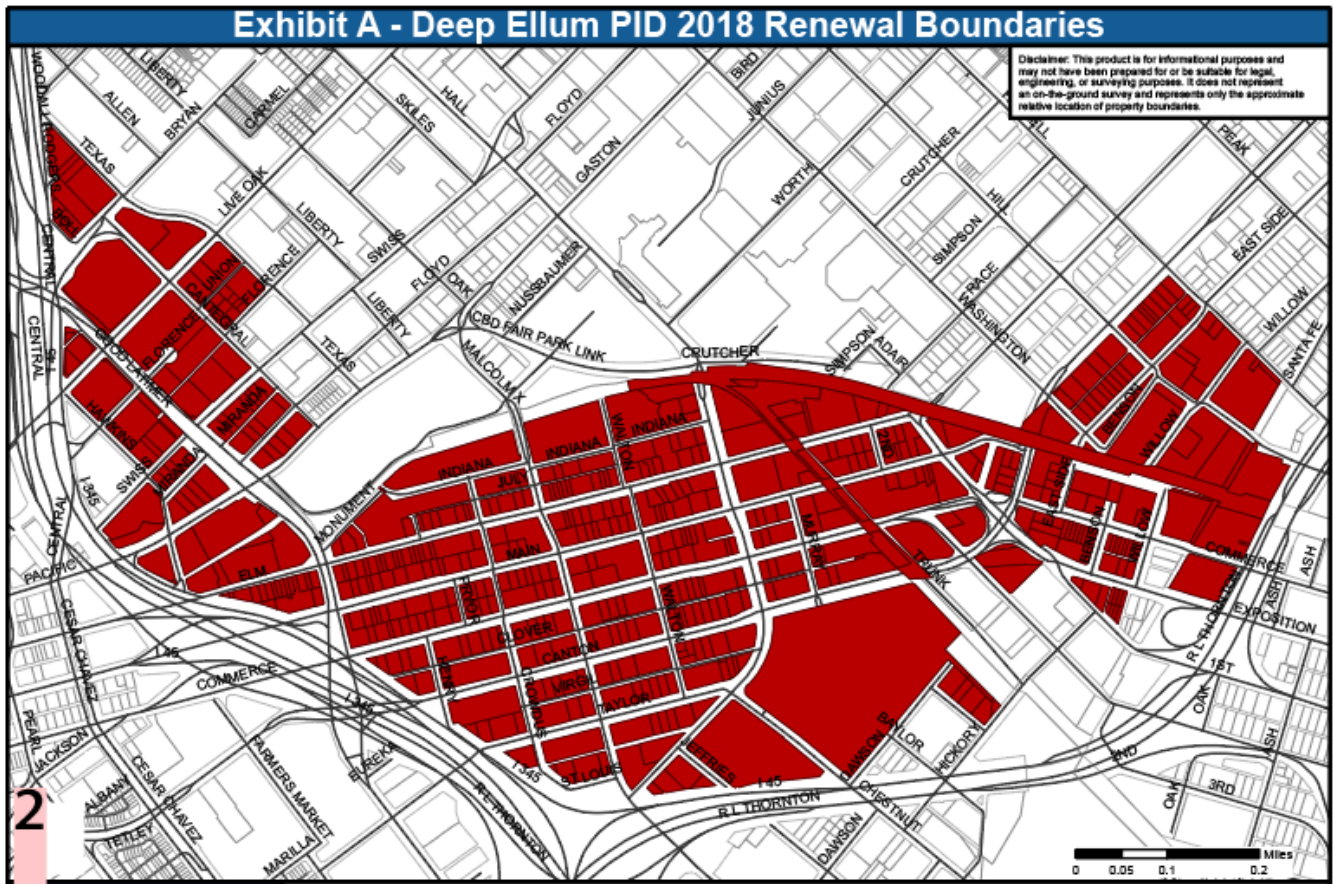
We are excited and thankful for your desire to collaborate with us in the effort to enhance the Deep Ellum Public Improvement District, specifically through the rewarding of financial resources.

Thank you,

Stephanie Keller Hudiburg  
Deep Ellum Foundation  
Executive Director  
[Stephanie@deepellumtexas.com](mailto:Stephanie@deepellumtexas.com)  
214.984.7300



# DEEP ELLUM FOUNDATION



## DEF Vision

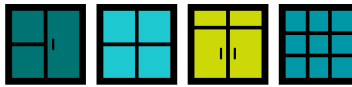
At the Deep Ellum Foundation, we collectively envision a Deep Ellum neighborhood that is safe, secure, inviting, connected to surrounding districts and is a true live, work, play environment that simultaneously embodies an authentic, unique and vibrant community.

## DEF Mission

To achieve this vision, DEF serves to maintain, enhance and advocate on behalf of the Deep Ellum neighborhood. We do this by a) connecting and informing stakeholders, b) providing public safety services, c) maintaining and improving the built environment, d) marketing and promoting the area, and e) cultivating core assets including art, music, culture, entrepreneurship, and diversity that continuously spur the community to thrive.

## Who We Are

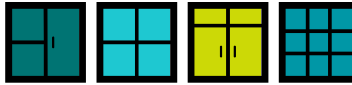
DEF operates as a nonprofit 501(c)(3) corporation managing public and private funds within the community to advance the interests of the neighborhood as a whole and achieve a sustainable growth trajectory for the district now and into the future.



## DEEP ELLUM FOUNDATION

### Indemnification and Release.

1. The Grantee will indemnify, defend and hold the Company Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges, and expenses, including reasonable attorney's fees (collectively, the "Losses") that may be imposed upon, incurred by, or asserted against Company or any of Company's Related Parties by any third party to the extent arising out of or in connection with: (a) the acts or omissions (including violation of any law) by the Renter Parties related to this Agreement; (b) Renter's use of the Venue; (c) the Event; provided that the Renter's indemnification obligations are limited to the extent any Losses are due to Company's gross negligence or willful misconduct, or structural defects in the Venue.
  2. Company will not be responsible, and Renter waives any right it may have against Company Parties, for any loss or damage to personal property placed, used, or stored in or about the Venue by Renter Parties. All property brought into or permitted in the Venue will be at the Renter's sole risk. Promptly after the conclusion of the Event, Renter will remove from the Venue all property belonging to Renter Parties. If Renter fails to remove such property, Company may cause the removal of the property, at Renter's sole risk, cost, and expense. Company will have no responsibility or liability for losses suffered by Renter Parties, which are caused by theft, or disappearance of or damage to equipment or other articles of personal property from Company, unless and to the extent due to Company's gross negligence or willful misconduct.
  3. Renter is responsible for the actions of Renter Parties. If the actions of any Renter Party cause or result in injury or damage to person or property, Renter will be responsible therefor. Company may retain any monies due to Renter under this Agreement to offset any loss, damage, cost, or expense that Company may suffer as a result of any actions of Renter Parties. This Section 6(c) will not impair or diminish Company's rights or limit or restrict any other legal or equitable remedy available to Company due to the actions of any Renter Party.
- Insurance. Without limiting or qualifying Renter's liabilities, obligations, or indemnities, the Renter will obtain before the Event, at its sole cost and expense, the insurance coverages listed below. The insurance will contain a provision that it cannot be reduced or canceled unless and until the insurance company notifies Company thirty days prior, as the certificate holder. All insurance policies must be issued by an insurance carrier reasonably acceptable to Company with a rating of A- or better and authorized to do business in the State of Texas. Upon request, Renter will provide Company with a full and complete copy of all the insurance policies required in this Agreement. Any third party that performs services for the Event on behalf of Renter, must satisfy the same insurance requirements as provided in this section.
    - (i) Commercial general liability insurance, including broad form contractual liability, personal injury liability, advertising liability, and products/completed operations liability coverage with minimum limits of liability of \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, \$1,000,000.00 products completed operations



## DEEP ELLUM FOUNDATION

aggregate, and \$500,000.00 damage to rented premises.

(ii) Auto liability insurance covering owned, non-owned and leased or hired vehicles with the minimum amounts of \$1,000,000.00 each accident.

(iii) Workmen's Compensation Insurance with a minimum of \$100,000 Employers Liability coverage.

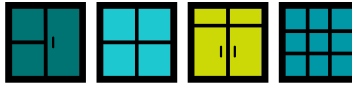
(a) Renter will supply Company with proof of the aforementioned insurance by providing Company with a Certificate of Insurance and list Company and their respective officers, directors, members, managers, agents, and employees as Additional Insureds. Further, coverage shall apply on a primary non-contributory basis, irrespective of any other insurance whether collectible or not.

### Compliance with All Laws, Regulations, and Rules.

1. Renter will furnish, at its sole cost and expense, all governmental and regulatory permits and other licenses and permits that are required by Renter for the Event.
2. Renter will, at its expense, comply with the requirements of all federal, state, local, or municipal laws, orders, and regulations and with any lawful direction of public officers that impose any duty upon Renter with respect to its use and occupancy of the Venue. Renter will, at its expense, comply with all rules, orders, regulations, or requirements of the fire department and Company's insurance carrier, and will not do nor permit to be done anything on or about the Venue or bring or keep anything in or about the Venue except as permitted by such organizations and agencies or any other authority having jurisdiction over the Venue.
3. Renter will not bring into the Venue any material, substance, equipment, or object that is likely to cause damage to the Venue, endanger the life of, or cause bodily injury to, any person in the Venue or which is likely to cause a hazard, and will cause Renter Parties to comply with such restrictions. Any decorating material will be subject to the Company's prior approval and, unless so approved, may be prevented or removed by Company.
4. Renter will abide and will cause Renter Parties to abide, by such reasonable rules and regulations and security procedures as may from time to time be adopted by Company for the use, occupancy, and operation of the Venue.

- DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Notwithstanding any provision contained in this agreement to the contrary, except for indemnification obligations, neither party to this agreement will be liable to the other party to this agreement for any incidental, indirect, special, or consequential damages (including damages for loss of use, power, business goodwill, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this agreement unless the damages arose due to a party's gross negligence or willful breach of this agreement.
- Governing Law and Venue. This Agreement is to be governed and construed according to the laws of the state of Texas without regard to conflicts of law. The proper exclusive





## DEEP ELLUM FOUNDATION

venue for resolution of any dispute related to this Agreement is only in the county in which the Venue is located.

- **Entire Agreement.** This Agreement contains the entire agreement between the parties relative to the subject matter and supersedes any other prior understandings, written or oral, between the parties with respect to this subject matter. No variations, modifications, or changes in the Agreement are binding on any party to the Agreement unless set forth in a document duly executed by or on behalf of such parties.
- **Authority.** Each party has full power and authority to enter into and perform this Agreement. Company is authorized to license the use of the Venue. The Agreement constitutes a valid and binding agreement of each party enforceable in accordance with its terms.  
The performance of this Agreement will not conflict with, breach, or violate any terms or provisions of any agreement to which either party is bound or violate any applicable law or regulation. This Agreement is not effective until signed by both parties.
- **Survival.** Those provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.
- **Waiver.** No waiver of a breach of any provision of this Agreement is effective unless approved in writing by the waiving party. If a party at any time fails to demand strict performance by the other of any of the terms, covenants, or conditions set forth in this Agreement, that waiver does not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.
- **Significance of Headings.** Section headings contained in this Agreement are solely for the purpose of aiding in the speedy location of subject matter and are not to be given any weight in construing this Agreement.
- **Section References.** When this Agreement makes reference to a section or exhibit, that reference is to a section or exhibit of this Agreement unless the context clearly indicates otherwise. Whenever the words "include," "includes," or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation." All exhibits referenced in this Agreement are incorporated as part of this Agreement as if fully set forth in this Agreement.
- **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other signature.
- **Construction.** All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendment or exhibits.

By their representative's signature, the parties agree to and accept this Agreement.



## DEEP ELLUM FOUNDATION

### *Grant Application Process 2021*

1. An Organization, Group, Business or Resident requests an application via email from the Deep Ellum Foundation (DEF) Executive Director (ED).
2. Once application is received, ED will contact the requesting group with any questions, comments, or concerns.
3. ED will notify the Deep Ellum Foundation Board of the request and determine if the asking party needs to be present at the Board Meeting to vote.
4. At the Board Meeting, the Board will vote to approve, deny or request more information from the asking party.
  - If approved: ED will send the asking party an approved letter and a signed check.
  - If denied: ED will send the asking party a denial letter with brief explanation.
  - If more information is requested: ED will directly contact asking party to answer additional questions, coordinate attendance at the next Board Meeting or a separate meeting for further discussion.
5. All checks must be deposited within 7-10 business days of the date noted on the check.
- 6. By accepting and depositing awarded money, the asking party agrees to the terms of reporting outlined in their application.**





## DEEP ELLUM FOUNDATION

### *Grant Application 2021*

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

Phone Number: \_\_\_\_\_

Organization/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Is organization/business a non-profit?: \_\_\_\_\_

Funding (Amount of money) requested: \$ \_\_\_\_\_

Organization/Company Name (that check should be made out to): \_\_\_\_\_

**1. Share a brief description of how the requested funds will be used.**

**2. If applying for the Inviting Environment Matching Fund, provide a description of how the requested funds will maintain and/or improve the built environment experienced by the public in Deep Ellum.**

**3. If applying for the Authentic, Unique, Vibrant Community Grant, provide a description of how the requested funds will market and promote the area and/or cultivate core assets of Deep Ellum including art, music, culture, entrepreneurship, and diversity.**

**4. If applying for the COVID Repositioning (Pivot) Fund, provide a description of how the requested funds will assist you in repositioning or bolstering your business to remain relevant as the pandemic continues and/or improving safety for employees or patrons etc..**

**5. Share a brief description of how the outcome of the event/endeavor/project/improvement will be reported. This may include, but is not limited to, financial reports, testimonials, social media activity, etc. All awardees will be required to provide a written report to be emailed to the ED on the outcome(s) of the award within 60 days of the completion of the event, activation, or improvement.**