

Standard Funding Agreement for Off-Highway Vehicles Grant Program

STATE OF NEVADA

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

OFF-HIGHWAY VEHICLES PROGRAM

GRANT FUNDING AGREEMENT

RECIPIENT:

PROJECT NUMBER:

PROJECT TITLE:

PERIOD COVERED BY THIS AGREEMENT:

PROJECT COST:

A. PROJECT MATCH: \$ _____.

B. STATE SHARE OF PROJECT COST: \$ _____.

This Funding Agreement is made this ____ day of _____, 2026 by and between the Department of Conservation and Natural Resources, hereby (“DEPARTMENT”), Off-Highway Vehicles Program, hereby (“PROGRAM”), _____, hereby (“RECIPIENT”), and collectively as (“PARTIES”). The PARTIES hereby agree that any approval of RECIPIENT’S Project, and subsequent award of funds, if any, are expressly conditioned upon, and subject to the terms and conditions herein.

RECITALS

WHEREAS: The Account for Off-Highway Vehicles was established by the 81st Session of the Nevada Legislature through the 2021 Nevada Revised Statutes, Chapter 490, authorizing the funds of that account to be used to award grants for projects relating to off-highway vehicles; and

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1 WHEREAS: This Funding Agreement shall not become effective, and no grant shall issue, unless
2 this Funding Agreement is both duly approved by the Director of the DEPARTMENT and duly executed
3 by the PARTIES; and

4 WHEREAS: Upon satisfaction of all condition precedents successful award of grant under the
5 PROGRAM, this Funding Agreement shall be a binding agreement between the PARTIES, expressly
6 governing the relative rights, obligations, and responsibilities of the PARTIES upon which this grant is
7 expressly conditioned; and

8 WHEREAS: This Funding agreement is subject to the laws and decisions of the State of Nevada and
9 does not supersede any provision of law, regulations, codes, ordinances, or decisions of the State of Nevada.
10 To the extent any term herein is vague, or ambiguous, or conflicts any provision of law, regulations, codes,
11 ordinances, or decisions of the State of Nevada, including, but not limited to (Nevada Revised Statute 490
12 and PROGRAM regulations) that provision of law, regulation, code, ordinance, or decision of the State of
13 Nevada shall govern; and

14 WHEREAS: The PROGRAM shall have sole, exclusive, and absolute authority including, but not
15 limited to, its sole, exclusive, and absolute right to consider, reject, approve, deny, modify, or condition any
16 request, modification, change, or alteration under this Funding Agreement proposed or petitioned by
17 RECIPIENT to the fullest extent permitted by law. Nothing in this Funding Agreement shall be construed
18 otherwise, nor construed to create an affirmative duty on behalf of the PROGRAM in conflict of its sole,
19 absolute, and exclusive discretionary authority.

20 DEFINITIONS

21 1. Off-Highway Vehicles Program (“PROGRAM”): The Off-Highway Vehicles Program, housed in the
22 Department of Conservation and Natural Resources, responsible for the administration of the Account
23 for Off-Highway Vehicles Grant Program (“OHV GRANT”) pursuant to its authority under the

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1 Nevada Revised Statute 232 and 490, including its agencies, political subdivisions, officers, Director,
2 employees, and immune contractors.

3 2. RECIPIENT: shall include, the entity or person, and its successors, assignees, employees,
4 subcontractors, directors, agents, and any other entity or person to whom the RECIPIENT owes a legal
5 duty to indemnify, including those who RECIPIENT may be held vicariously liable for.

6 3. Reimbursement: Direct payment to the recipient for eligible actual expenditures incurred after _____
7 ____, 2026.

8 4. Department: The Department of Conservation and Natural Resources (DCNR).

9 5. Director: The Director of the Department of Conservation and Natural Resources or their successor,
10 substitute or designee.

11 6. Eligible Expenses: Expenses that are directly related to the PROJECT that are approved by the
12 PROGRAM including but not limited to, appropriate expenses related to the project's scope and those
13 expenditures approved by the PROGRAM as direct project costs.

14 7. Form: Documentation, paperwork, or digital grant management system utilized for the administration
15 of the PROGRAM. The PROGRAM has the sole discretion to amend, update, or modify the forms
16 and processes for grant management including the modification of the documentation, or method in
17 which a quarterly report, draw request, work program, is submitted to the program. This may include
18 the adoption of a grant management system for the administration of the program.

19 8. Match: Money and/or value of services, material or equipment that have been or will be expended or
20 utilized prior to the completion of a covered project as an allowable expenditure under the approved
21 project budget and/or PROJECT SCOPE. OHV GRANT Program funds or items purchased with OHV
22 GRANT Program funds cannot be used as match. Match contributing to this project cannot be used as
23 match for another grant.

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- 1 9. Project: Exclusively that which is described under the heading PROJECT SCOPE.
- 2 10. Draw Request: A form provided and approved by the PROGRAM that is required as a prerequisite for
- 3 consideration by the PROGRAM for a request of reimbursement to disburse funding and expenses
- 4 incurred to be credited as Match.
- 5 11. Quarterly Report: A completed form provided by the PROGRAM for the purpose of a quarterly update
- 6 on the progress of the Project.
- 7 12. State: the State of Nevada, its Department of Conservation and Natural Resources and its agencies,
- 8 political subdivisions, officers, directors, employees, and immune contractors.

PROJECT SCOPE

10 The Project scope includes the following.

11Project description..... Specific details of the project may be found in the attached application.

INCORPORATION OF DOCUMENTS

13 This funding agreement incorporates the following documents as part of the agreement.

- 14 1. Grant Application
- 15 2. Approved Budget

SECTION I

GENERAL DUTIES AND OBLIGATIONS POST PROJECT APPROVAL

- 18 1. **RESPONSIBILITY OF FUNDS:** RECIPIENT hereby warrants that it shall bear the full
- 19 responsibility of properly administering funds allocated by the PROGRAM. RECIPIENT further
- 20 warrants that it shall abide by commercially reasonable accounting measures, specifically including,
- 21 but not limited to, regularly retaining a complete and accurate accounting of all funds, including for
- 22 Match. RECIPIENT hereby acknowledges and agrees that it is the RECIPIENT's sole and exclusive
- 23 responsibility to prevent project overruns, budget deficits or other shortfalls. RECIPIENT hereby

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1 acknowledges and agrees that the State shall not be obligated to supplement project funds in excess
2 of any approved project budget.

3 2. **TIMELINE:** RECIPIENT hereby acknowledges and warrants that it shall meet the
4 applicable timelines established by the PROGRAM.

5 1. RECIPIENT shall complete the scope of work on this Project prior to _____, 2028.

6 2. RECIPIENT shall expend PROGRAM funding at regular intervals. If the recipient fails to
7 respond to a funding inquiry within ninety (90) days the PROGRAM may reappportion this
8 grant award to another project.

9 3. **LIMITATION(S) ON USE OF FUNDS:** RECIPIENT hereby warrants that no reimbursement for
10 Eligible Expenses shall be considered by the PROGRAM incurred prior to _____, 2026.

11 RECIPIENT further acknowledges that, if approved, other Eligible Expenses, submitted for
12 consideration to the PROGRAM may receive credit against its match requirement.

13 4. **STANDARD OF CARE:** RECIPIENT hereby warrants that all acts taken by RECIPIENT
14 in furtherance of this Funding Agreement, including, but not limited to, expenditures and
15 procurement activities shall be in strict compliance with all applicable provisions of law, regulations,
16 codes, ordinances, or decisions of the State of Nevada, and any other binding authority, including,
17 but not limited to the enabling legislation, program regulations, customary norms and practices, and
18 commercially reasonable accounting principles. RECIPIENT further warrants that it shall review all
19 documents for correctness and accuracy prior to submittal to the PROGRAM. RECIPIENT further
20 warrants that all submittals shall be timely, and that any errors, omissions, mistakes or
21 misrepresentations within documents post-submittal are immediately brought to the attention of the
22 PROGRAM.

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1 5. **APPROVAL REQUIRED:** RECIPIENT hereby warrants that it shall receive approval
2 from the Administrator prior to authorizing, modifying, or entering into any agreements that may
3 affect, or alter the approved Project. RECIPIENT further warrants that any and all changes to the
4 approved Project’s description, budget, or schedule shall be documented on a revised PROJECT
5 SCOPE and approved by the Director prior to their implementation by RECIPIENT.

6 6. **ADVERTISEMENT:** RECIPIENT hereby warrants that it shall prominently recognize
7 the PROGRAM as: the “Nevada Off-Highway Vehicles Program” and the DEPARTMENT as:
8 the “Nevada Department of Conservation and Natural Resources” in any approved Project
9 signage, press releases, or communications when referring to the sources of RECIPIENT’s
10 funding for its approved Project. RECIPIENT further warrants it shall include the logo of the
11 PROGRAM and DEPARTMENT in a morally appropriate fashion in all approved Project
12 signage. RECIPIENT further warrants that it shall coordinate with the PROGRAM prior to any
13 press release and public communication related to approved projects.

14 7. **PERIODIC REPORTING:** RECIPIENT shall submit Quarterly Reports to the
15 PROGRAM on a form prescribed by the PROGRAM. The Quarterly Report shall include a
16 narrative project status update of scope and tasks completed and in progress, scheduled
17 milestones completed and in progress, problems encountered, and any significant budget or
18 schedule risks to the project that could result in time delays or adjustment to the completion date.
19 Quarterly Reports shall, if applicable, include support materials such as photos, press
20 releases/media outreach, or other documentation of progress. Quarterly Reports must be
21 submitted on or before the following dates for work completed during the corresponding time
22 period:

23 a) July 1 - September 30 **Due October 15**

24 b) October 1 – December 31 **Due January 15**

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- c) January 1 - March 31 **Due April 15**
- d) April 1 - June 30 **Due July 15**

NOTICE: Supplementation of the quarterly reporting requirement in this section may be required in accordance with General Requirements set forth above.

RECIPIENT shall submit a final report on a form provided by the PROGRAM no later than ninety (90) days after the completion of the Project or the Agreement termination date, whichever comes first. RECIPIENT shall include with its final report a summary of completed project activities, photos, program metrics, and other supporting materials as may be requested by the PROGRAM. Final reimbursements will not be made until satisfactory completion of the final report.

SECTION II

REIMBURSEMENT

RECIPIENT's request for Reimbursements shall follow the prescribed regulations, and are subject to the following additional conditions:

- a) If a recipient requests a reimbursement it must be submitted on the draw request form provided by the PROGRAM and must be accounted for on at least a quarterly basis until funds have been expended.
- b) Requests for reimbursements may not exceed the total amount approved for a given project.
- c) The recipient should not commingle OHV GRANT Program expenditures/funds with non-OHV GRANT Program related expenditures/funds and must separately account for expenditures and revenue sources.

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ADDITIONAL PROVISIONS

1
2 **1. AUDITS:** RECIPIENT hereby consents to audits or site visits upon request by the
3 PROGRAM and must allow PROGRAM access to applicable records or project sites. If any audit finding
4 detects a discrepancy, error, or other indicia indicating an overpayment was made by the PROGRAM, or
5 ineligible costs were incurred (either match or grant proceeds), the overpayment or the ineligible expense
6 shall be repaid to the PROGRAM within thirty (30) days of demand for repayment. Should RECIPIENT
7 fail to repay within thirty (30) days, PROGRAM may invoke any remedy available under this Funding
8 Agreement, or any other remedy available to it by law or equity.

9 **2. INDEMNIFICATION:** To the fullest extent permitted by NRS Chapter 41, RECIPIENT shall
10 indemnify, hold harmless and defend, not excluding the other's right to participate, the PROGRAM, its
11 directors, employees, contractors, agents, agencies, departments, or affiliated agencies from and against
12 all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable
13 attorneys' fees and costs, arising out of any breach of the obligations of RECIPIENT under this agreement,
14 or any alleged negligent or willful acts or omissions of RECIPIENT, its officers, employees and agents.
15 The obligation to indemnify shall apply in all cases except for claims arising solely from the PROGRAM's
16 own negligence or willful misconduct. The duty to defend may be invoked pending commencement of
17 litigation at the request of the PROGRAM arising from this Funding Agreement.

3. FUNDING AGREEMENT TERMINATION:

18 **A. Termination Without Cause.** PROGRAM unilaterally may terminate this Funding
19 Agreement without cause by giving not less than thirty (30) days' notice in the manner specified in *Section*
20 *20, Notices*. If this Funding Agreement is unilaterally terminated by the State, RECIPIENT shall use its
21 best efforts to minimize cost to the State and RECIPIENT will not be paid for any cost that RECIPIENT
22 could have avoided.
23

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1 B. PROGRAM Termination for Non-Appropriation. The continuation of this Funding
2 Agreement beyond the current biennium is subject to and contingent upon sufficient funds being
3 appropriated, budgeted, and otherwise made available to the PROGRAM. The PROGRAM may terminate
4 this Funding Agreement, and RECIPIENT waives any and all claims(s) for damages, effective
5 immediately upon receipt of written notice (or any date specified therein) if for any reason the
6 PROGRAM's funding is not appropriated or is withdrawn, limited, or impaired.

7 C. Termination with Cause for Breach. A breach may be declared with or without
8 termination. A notice of breach and termination shall specify the date of termination of the Funding
9 Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed
10 under subsection D. This Funding Agreement may be terminated by either party upon written notice of
11 breach to the other party on the following grounds:

- 12 1) If RECIPIENT fails to provide or satisfactorily perform any of the conditions, work,
13 deliverables, goods, or services called for by this Funding Agreement within the time
14 requirements specified in this Funding Agreement or within any granted extension of those
15 time requirements; or
- 16 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or
17 certification required by statute, ordinance, law, or regulation to be held by RECIPIENT to
18 provide the goods or services required by this Funding Agreement is for any reason denied,
19 revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 20 3) If RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or
21 involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 22 4) If the PROGRAM materially breaches any material duty under this Funding Agreement and
23 any such breach impairs RECIPIENT'S ability to perform; or

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- 1 5) If it is found by the PROGRAM that any quid pro quo or gratuities in the form of money,
2 services, entertainment, gifts, or otherwise were offered or given by RECIPIENT, or any
3 agent or representative of RECIPIENT, to any officer or employee of the State of Nevada
4 with a view toward securing a Funding Agreement or securing favorable treatment with
5 respect to awarding, extending, amending, or making any determination with respect to the
6 performing of such Funding Agreement; or
- 7 6) If it is found by the PROGRAM that RECIPIENT has failed to disclose any material conflict
8 of interest relative to the performance of this Funding Agreement.

9 D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an
10 opportunity to cure, termination upon declared breach may be exercised only after service of formal
11 written notice as specified in *Section 20, Notices*, and the subsequent failure of the breaching party within
12 fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party,
13 showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the
14 time for termination of the Funding Agreement upon breach under subsection 3C, above, shall run
15 concurrently, unless the notice expressly states otherwise.

16 E. Winding Up Affairs Upon Termination. In the event of termination of this Funding
17 Agreement for any reason, the PARTIES agree that the provisions of this Section survive termination:

- 18 1) The parties shall account for and properly present to each other all claims for fees and expenses
19 and pay those which are undisputed and otherwise not subject to set off under this Funding
20 Agreement. Neither party may withhold performance of winding up provisions solely based
21 on nonpayment of fees or expenses accrued up to the time of termination;
- 22 2) RECIPIENT shall satisfactorily complete work in progress at the agreed rate (or a pro rata
23 basis if necessary) if so requested by the PROGRAM;

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1 3) RECIPIENT shall execute any documents and take any actions necessary to effectuate an
2 assignment of this Funding Agreement if so requested by the PROGRAM;

3 4) RECIPIENT shall preserve, protect and promptly deliver into PROGRAM possession all
4 proprietary information in accordance with *Section 11, State Program Ownership of*
5 *Proprietary Information.*

6 **4. REMEDIES.** Except as otherwise provided for by law or this Funding Agreement, the rights
7 and remedies of the PARTIES shall not be exclusive and are in addition to any other rights and remedies
8 provided by law or equity, including, without limitation, actual damages, and to a prevailing party
9 reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the
10 parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty
11 dollars (\$150.00) per hour. The PROGRAM may set off consideration against any unpaid obligation of
12 RECIPIENT to any State agency. In the event RECIPIENT voluntarily or involuntarily becomes subject
13 to the jurisdiction of the Bankruptcy Court, the PROGRAM may set off consideration against any unpaid
14 obligation of RECIPIENT to PROGRAM, to the extent allowed by bankruptcy law.

15 **5. LIMITED LIABILITY.** The PROGRAM will not waive and intends to assert available
16 NRS Chapter 41 liability limitations in all cases. Funding Agreement liability of both parties shall not
17 be subject to punitive damages. Damages for any PROGRAM breach shall never exceed the amount of
18 funds appropriated for payment under this Funding Agreement, but not yet paid to RECIPIENT, for the
19 Fiscal Year budget in existence at the time of the breach. RECIPIENT'S tort liability shall not be limited.

20 **6. FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Funding
21 Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of
22 public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts
23 of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the

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1 intervening cause must not be through the fault of the party asserting such an excuse, and the excused
2 party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the
3 intervening cause ceases.

4 **7. COMPLIANCE WITH LEGAL OBLIGATIONS.** RECIPIENT shall procure and maintain for
5 the duration of this Funding Agreement any state, county, city or federal license, authorization, waiver,
6 permit qualification or certification required by statute, ordinance, law, or regulation to be held by
7 RECIPIENT to provide the goods or services required by this Funding Agreement. RECIPIENT shall
8 provide proof of its compliance upon request of the PROGRAM. RECIPIENT will be responsible to
9 pay all taxes, assessments, fees, premiums, permits, and licenses required by law. RECIPIENT agrees
10 to be responsible for payment of any such government obligations not paid by RECIPIENT during
11 performance of this Funding Agreement. RECIPIENT shall agree to comply with all laws, policies,
12 and regulations pertaining to the PROGRAM and must submit project and budget information on
13 forms prescribed by the PROGRAM and within specified deadlines.

14 **8. WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach
15 of the Funding Agreement or its material or non-material terms by either party shall not operate as a
16 waiver by such party of any of its rights or remedies as to any other breach.

17 **9. SEVERABILITY.** If any provision contained in this Funding Agreement is held to be
18 unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision
19 did not exist and the non-enforceability of such provision shall not be held to render any other provision
20 or provisions of this Funding Agreement unenforceable.

21 **10. ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this
22 Funding Agreement changes the duty of either party, increases the burden or risk involved, impairs the
23 chances of obtaining the performance of this Funding Agreement, attempts to operate as a novation, or

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1 includes a waiver or abrogation of any defense to payment by the PROGRAM, such offending portion
2 of the assignment shall be void, and shall be a breach of this Funding Agreement. RECIPIENT shall
3 neither assign, transfer nor delegate any rights, obligations nor duties under this Funding Agreement
4 without the prior written consent of the PROGRAM.

5 **11. STATE PROGRAM OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or
6 information provided by the PROGRAM to RECIPIENT and any documents or materials provided by
7 the PROGRAM to RECIPIENT in the course of this Funding Agreement (“Program Materials”) shall
8 be and remain the exclusive property of the PROGRAM and all such Program Materials shall be
9 delivered into PROGRAM possession by RECIPIENT upon completion, termination, or cancellation of
10 this Funding Agreement.

11 **12. PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from
12 RECIPIENT may be open to public inspection and copying. The PROGRAM has a legal obligation to
13 disclose such information unless a particular record is made confidential by law or a common law
14 balancing of interests. RECIPIENT may label specific parts of an individual document as a “trade
15 secret” or “confidential” provided that RECIPIENT thereby agrees to indemnify and defend the
16 PROGRAM for honoring such a designation. The failure to label any document that is released by the
17 PROGRAM shall constitute a complete waiver of any and all claims for damages caused by any
18 release of the records.

19 **13. PRESERVATION.** RECIPIENT shall maintain all records relevant to their PROGRAM projects
20 for which funds were allocated in accordance with NRS Chapter 239. Before any files are destroyed
21 the recipient must contact the DCNR Director’s Office to obtain and verify final disposition
22 instructions. Examples of records subject to retention provisions include but are not limited to: all
23 fiscal/accounting records and reports; all drawings, blueprints, renderings, architect and/or engineering

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1 reports; agreements, financial estimates, fee schedules, site proposals, photos, maps, copies of
2 easements, copies of deed restrictions, copies of building permits, copies of inspections related
3 correspondence; and records related to all procurement activities, including RECIPIENT'S proposals
4 and rates.

5 **14. CONFIDENTIALITY.** RECIPIENT shall keep confidential all information, in whatever form,
6 produced, prepared, observed or received by RECIPIENT to the extent that such information is
7 confidential by law or otherwise required by this Funding Agreement.

8 **15. LOBBYING.** The PARTIES agree, whether expressly prohibited by federal law, or otherwise,
9 that no funding associated with this Funding Agreement will be used for any purpose associated with
10 or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

11 A. Any federal, state, county or local agency, legislature, commission, council or board;

12 B. Any federal, state, county or local legislator, commission member, council member, board
13 member, or other elected official; or

14 C. Any officer or employee of any federal, state, county or local agency; legislature,
15 commission, council or board.

16 **16. GENERAL WARRANTY.** RECIPIENT warrants that all services, deliverables, and/or work
17 products under this Funding Agreement shall be completed in a workmanlike manner consistent with
18 standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in
19 the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material
20 defects.

21 **17. PROPER AUTHORITY.** The PARTIES hereto represent and warrant that the person executing
22 this Funding Agreement on behalf of each party has full power and authority to enter into this Funding
23 Agreement. RECIPIENT acknowledges that as required by statute or regulation this Funding Agreement

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1 is effective only after approval by the Administrator. Any services performed by RECIPIENT before
2 this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of
3 RECIPIENT.

4 **18. ASSIGNMENT OF ANTITRUST CLAIMS.** RECIPIENT irrevocably assigns to the
5 PROGRAM any claim for relief or cause of action which RECIPIENT now has or which may accrue to
6 RECIPIENT in the future by reason of any violation of State of Nevada or federal antitrust laws in
7 connection with any goods or services provided under this Funding Agreement.

8 **GOVERNING LAW AND JURISDICTION.** This Funding Agreement and the rights and
9 obligations of the parties hereto shall be governed by, and construed according to, the laws of the State
10 of Nevada, without giving effect to any principle of conflict-of-law that would require the application
11 of the law of any other jurisdiction. The Parties consent to the exclusive jurisdiction of and venue in
12 the First Judicial District Court, Carson City, Nevada for enforcement of this Funding Agreement, and
13 consent to personal jurisdiction in such court for any action or proceeding arising out of this Funding
14 Agreement.

15 **19. ENTIRE FUNDING AGREEMENT AND MODIFICATION.** This Funding Agreement and
16 its integrated attachment(s), if any, constitute the entire agreement of the parties and such are intended
17 as a complete and exclusive statement of the promises, representations, negotiations, discussions, and
18 other agreements that may have been made in connection with the subject matter hereof. Unless an
19 integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a
20 particular part of this Funding Agreement, general conflicts in language between any such attachment
21 and this Funding Agreement shall be construed consistent with the terms of the Funding Agreement and
22 OHV GRANT Program regulations. Program Regulations shall continue in effect even upon the
23 dissolution of this Funding Agreement. Through acceptance of funding the recipient agrees to comply

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1 and to abide by all program regulations in effect, amended, or adopted by the OHV GRANT Program.
2 Unless otherwise expressly authorized by the terms of this Funding Agreement or by regulation, no
3 modification or amendment to this Funding Agreement excluding amendments to regulation shall be
4 binding upon the recipient unless in writing and signed by the respective parties hereto.

5 **20. NOTICES.** All notices or other communications hereunder shall be sufficiently given and shall
6 be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail,
7 postage; or (c) via email to the parties hereinafter set forth at the following addresses:

8 Recipient Title

9 Insert Address.

10 Insert Phone Number

11 Insert Email Address

12
13 Off-Highway Vehicles Program
14 Department of Conservation and Natural Resources
15 901 S. Stewart Street, Suite 5001
16 Carson City, NV 89701
17 (775) 684-2794
18 KBarmore@ohv.nv.gov

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IN WITNESS THEREOF, the parties have executed this funding agreement on the dates set forth below.

Recipient

Date

Representative Name:

Title:

Chad Stephens

Date

Deputy Director, Dept. Conservation and Natural Resources

Attorney General

Date

(Signature as to form)