

May 8, 2026

## AARP Community Challenge Grant Agreement

This AARP Community Challenge Grant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **Village of Croton-on-Hudson, a municipality**, located at **1 Van Wyck Street, Croton-on-Hudson, New York 10520** (“Organization”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$15,000.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ by increasing ways older adults and all residents (with a focus on people age 50 and older) safely move around the community.
3. **Project Timeline.** Organization will perform the Grant Activities (defined below) between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in Croton-on-Hudson, New York during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
  - a. Organization will install two (2) pedestrian-friendly amenities by adding rectangular rapid flashing beacons and associated signage to alert drivers and provide a safer pedestrian crossing, especially benefiting older residents.
  - b. Organization agrees these Grant Activities will be performed by licensed contractors or qualified trade professionals where required by applicable law.
  - c. In compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference, Organization will include AARP-provided branding and language that indicates AARP’s support for the Grant Activities, as applicable:
    - i. Events and temporary demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP and, as applicable, third-party funders
    - ii. Permanent structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP and, as applicable, third-party funders
    - iii. Printed digital resources or similar communications: Materials will include the AARP logo and mention of support from AARP and, as applicable, third-party funders
5. **Reporting Requirements.** Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference. The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any

and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video) to AARP by **December 31, 2026** (“AAR Deadline”). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.

6. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
7. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask participants whether they are a member of AARP or an individual interested in AARP.
8. **Documentation and Right to Audit.** Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization’s books and records upon reasonable notice, for the limited purpose of confirming that Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
9. **Permissible Use of Grant Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP’s sole and reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to promptly return any unexpended portion of the Grant Funds in Organization’s possession upon receipt of written demand from AARP.
10. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
11. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the

Agreement.

12. **No Commercial or Political Activity.** Both parties recognize that AARP is a nonprofit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or service or for-profit entity.
13. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
14. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), arising out of or resulting from (a) the negligent, reckless, or willful acts or omissions of Indemnifying Party, its officers, directors, employees, independent contractors, or agents, (b) the Indemnifying Party’s breach of applicable law or regulation; (c) the Indemnifying Party’s breach of this Agreement, including failure to comply with its obligations as set forth herein; and (d) any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party’s prior written consent if such settlement would be adverse to the Indemnified Party’s interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
15. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
16. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP’s support and, as applicable, third-party funding support, in all press releases, public announcements, and publicly released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo and, as applicable and where directed by AARP, the name and or logo of third-party funders, solely for that purpose and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization’s corporate trademark, including its name and/or logo, for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online, and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
17. **Warranties.** Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing, and in good

standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials (including Material as defined in Section 6) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.

- 18. **Confidentiality.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked “confidential” or is of such a nature that the recipient party has reason to believe it is confidential.
- 19. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between the parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all parties or their respective designees. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
- 20. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both AARP and the Organization:

**AARP**

Mike Watson  
Director, Livable Communities  
601 E Street NW  
Washington, DC 20049

**Village of Croton-on-Hudson**

Miguel Marra  
Administrative Intern  
1 Van Wyck Street  
Croton-on-Hudson, New York 10520

**ACCEPTED AND AGREED TO BY:**

**AARP**

**Village of Croton-on-Hudson**

By: \_\_\_\_\_  
 Printed Name: Mike Watson  
 Title: Director, Livable Communities  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: Bryan Healy  
 Title: Village Manager  
 Date: \_\_\_\_\_