

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Hospitality Hub of Memphis, Contract # _____ January 3, 2025

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
The Hospitality Hub of Memphis**

This Grant Contract issued and entered into pursuant to RS2024-_____, by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Homeless Services ("Metro"), and The Hospitality Hub of Memphis, ("Recipient"), is for the operation of Interim Housing at 95 Wallace Rd., Nashville, TN 37211, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The recipient will use the funds to:

The Hospitality Hub of Memphis will use these funds for the operation of the Interim Housing at 95 Wallace Rd., Nashville, TN 37211, providing case management, resource referral, and housing navigation for 80 to 120 residents of interim housing. This includes the provision of engagement of residents of encampments selected by the CoC Prioritization Team for a housing surge, as well as the onboarding of the encampment residents into interim housing at site(s) specified by OHS. This organization will also be responsible for housing navigation services for these residents, as the ultimate goal is to assist these individuals in obtaining permanent housing. Integral to the successful transition of these individuals to permanent housing is the coordination between service providers and the responsibility will be on this provider to initiate and maintain communication with the Supportive Services providers, connect the clients to the appropriate supportive service provider with a warm handoff, comprehensively update HMIS during this process, educate the client regarding all things related to their specific Interim PSH arrangements, and to also connect them to the appropriate community resources in accordance with principles of Housing First and trauma-informed care. HHM will provide, during the residents' 90-120 day occupancy, intensive on-site case management and resource navigation, including but not limited to, trauma-informed, barrier-free care, prioritizing safety, stability, and individualized support. Residents will benefit from comprehensive case management tailored to their specific needs, including housing, employment, and health goals. Case managers will work closely with individuals to develop personalized plans, while housing navigation specialists will facilitate smooth transitions to permanent housing. These services will be complemented by mental health counseling, substance use treatment, job readiness training, life skills training and financial literacy workshops.

HHM shall enter required HUD Universal Data Elements and Program-Specific Data Elements into the HMIS and maintain a high level of data quality, as well as submit supporting documentation, including but not limited to admission and discharge paperwork, with invoice.

1. Metrics To Be Reported on a monthly basis:

- # in active case management
 - by gender
 - by race
 - by age
 - veterans
 - DV
- # referred to detox/rehab
- # referred to mental health providers
- # drivers licenses
- # birth certificates
- # enrolled in SNAP

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- # referred to employment
- # exiting to permanent housing
 - # completed RRH or PSH referrals
 - # reunified with family
 - # self pay
 - # with income
 - # with health insurance
 - Average length of stay
 - # successful months rent paid
 - \$ spent in housing market
- # vaccinated (where applicable)
- # tested (where applicable)
- # referrals to SOAR

2. Metrics To Be Met:

- Average length of stay of 90 days or less
- 50% Exits to permanent housing
- 35% of clients with an increase of income

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government-issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this grant will commence on the effective date and end eighteen months from the effective date or when the funds are depleted, whichever comes first. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed two million four hundred and sixty-nine thousand six-hundred and seventy-one dollars (\$2,469,671.00). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

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Department will issue reimbursable payments to equal up to \$2,469,671.00. Upon progress toward the completion of the services as described in section A, the Agency shall submit invoices monthly and any supporting documentation as requested by OHS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs.

Recipient must send all invoices with supporting documentation as defined by the Office of Homeless Services to:

Joseph Marsh
Assistant Director of Admin. & Finance
Office of Homeless Services
joseph.marsh@nashville.gov
615-880-2867

Final invoices for the contract period should be received by Metro Payment Services by no later than 15 days after the end of the grant period. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

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- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees, or principals have engaged in conduct or violated any federal, state, or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- (a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- (b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Media Interaction.** Any media events or news releases connected to any work contemplated or performed relative to this grant contract must be approved and coordinated through the Office of Homeless Services/ Metro Nashville Government Communication Representative prior to engagement, airing or distribution. Notwithstanding the foregoing, this provision shall not be construed to restrict the Recipient's rights under federal, state, or local law, including but not limited to, the First Amendment of the U.S. Constitution. The intent of this provision is to promote cooperation between the Recipient and Metro around opportunities to create awareness and promote collaborative good work as a community.

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- D.9. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.11. **Monitoring.** The Recipient's activities conducted, and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours. Recipient also agrees to Monthly Check-Ins, Quarterly Reviews and Semi-Annual Monitoring by OHS staff.
- D.12. **Reporting.** The Recipient must submit an Interim Program Report, to be received by no later than 180 days from effective date, and a Final Program Report, to be received within 45 forty-five days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.15. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection

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with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend, or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

- D.18. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.20. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state, and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state, or local laws in connection with the performance of services under this Grant Contract.
- D.21. **Governing Law and Venue.** The validity, construction, and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.22. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of

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rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

- D.25. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state, or local laws or regulations.

- D. 26. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.27. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.28. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Bill Clendenning
Grants Coordinator
bill.clendenning@nashville.gov
615-880-2349

For inquiries regarding invoices:
Joseph Marsh
Assistant Director of Administration and
Finance
joseph.marsh@nashville.gov

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615-880-2867

Recipient

Jarad Bingham
Executive Director
The Hospitality Hub of Memphis
590 Washington Ave.
Memphis, TN 38105
Office : 901-270-6157
Email : jarad@dragonflycollective.co

D.29. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.30. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

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- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.31. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON**

COUNTY:

Signed by:


April Calvin, Director, Office of Homeless
Services


RECIPIENT: The Hospitality Hub of Memphis

Signed by:



By: _____
Jarad Bingham, Executive Director

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Signed by:



62377A2A8742469...
Director of Finance

DS


**APPROVED AS TO RISK AND
INSURANCE**

DocuSigned by:



68804BF12FD741C...
Director of Risk Management Services

**APPROVED AS TO FORM AND
LEGALITY**

Signed by:



CD9979186287427...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

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GRANT BUDGET SUMMARY				
Agency Name: The Hospitality Hub of Memphis				
Program Code Name: Nashville Interim Housing- 95 Wallace Rd				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 1/28/2025 END: 7/27/2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries and Wages	\$349,050.00		\$349,050.00
	Benefits and Taxes	\$119,112.00		\$119,112.00
	Professional Fees	\$257,741.00		\$257,741.00
	Supplies	\$5,000.00		\$5,000.00
	Groceries	\$14,400.00		\$14,400.00
	Postage and Shipping	\$500.00		\$500.00
	Occupancy	\$1,056,000.00		\$1,056,000.00
	Equipment Rental & Maintenance	\$12,459.00		\$12,459.00
	Printing and Publications	Included in supplies		Included in supplies
	Travel, Conferences & Meetings	\$50,000.00		\$50,000.00
	Security	\$524,059.00		\$524,059.00
	Insurance	\$0.00		\$0.00
	Specific Assistance to Individuals	\$13,400.00		\$13,400.00
	Other Non-Personnel	\$67,950.00		\$67,950.00
	GRAND TOTAL	\$2,469,671.00		\$2,469,671.00

INTERNAL REVENUE SERVICE
P. O. BOX 2506
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 07 2009**

THE HOSPITALITY HUB OF MEMPHIS
C/O THOMAS R PEWITT JR
119 S MAIN ST STE 800
MEMPHIS, TN 38103

Employer Identification Number:
26-4417530
DLN:
17053198338049
Contact Person:
ERIC KAYE ID# 31612
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 12, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave Ext, Suite 100 Memphis TN 38112	CONTACT NAME: Shawn Richards PHONE (A/C, No, Ext): 901-321-1000 E-MAIL ADDRESS: SRichards@higginbotham.net FAX (A/C, No):														
INSURED The Hospitality Hub of Memphis 590 Washington Ave. Memphis TN 38105	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Security National Insurance Company</td> <td>19879</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Security National Insurance Company	19879	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 826294592**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			PHPK2642134	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			PHPK2642134	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB896173	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 300,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SWC1474095	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHSD1838968	1/1/2024	1/1/2025	Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

KELCEY JOHNSON
KYLE STATHAM
590 WASHINGTON
MEMPHIS, TN 38105

November 30, 2020

Request Type: Certificate of Existence/Authorization
Request #: 0391654

Issuance Date: 11/30/2020
Copies Requested: 1

Document Receipt

Receipt #: 005909153

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3793847021

\$20.00

Regarding: THE HOSPITALITY HUB OF MEMPHIS

Filing Type: Nonprofit Corporation - Domestic

Control #: 596251

Formation/Qualification Date: 02/12/2009

Date Formed: 02/12/2009

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: SHELBY COUNTY

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

THE HOSPITALITY HUB OF MEMPHIS

* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent annual report required with this office;

* has appointed a registered agent and registered office in this State;

* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 043083227

The Hospitality Hub Charter and Bylaws



These bylaws of The Hospitality Hub of Memphis, a Tennessee not-for-profit corporation (the "Corporation"), are adopted and entered into as of this 13 day of February, 2023, by and between all of those persons who have executed these bylaws as of this date, and in accordance with the terms of the Tennessee Nonprofit Corporation Act and on the following terms and conditions:

I. DEFINITIONS

For the purposes of these Bylaws, the following terms shall have the following meanings:

- I.1 Act. "Act" shall mean the Tennessee Nonprofit Corporation Act, as codified in T.C.A. §§48-51-101 et seq. and all amendments thereto.
- I.2 Bylaws. These Bylaws as amended from time to time.
- I.3 Charter. The Charter of The Hospitality Hub of Memphis as filed with the Tennessee Secretary of State as the same may be amended from time to time.
- I.4 Corporation. The Hospitality Hub of Memphis.

II. THE CORPORATION

- II.1 Name. The name of the Corporation shall be The Hospitality Hub of Memphis.
- II.2 Principal Officer. The office and principal place of business of the Corporation shall be located at 590 Washington Avenue, Memphis, TN 38105 in Shelby County. The Corporation may have such other offices as the Board of Directors may determine the business of the Corporation to require.
- II.3 Purpose. The purposes for which the Corporation is formed is the following:
 - II.3.1 To connect homeless people with the resources they need to begin their journey out of homelessness; and
 - II.3.2 To do such acts and carry on such charitable purposes as may be permitted by law.
- II.4 Registered Office and Registered Agent. The registered office of the Corporation shall be located at 590 Washington Avenue Memphis, TN 38105 in Shelby County and the registered agent of the Corporation at that address shall be Kelcey Johnson. The registered office and the registered agent may from time to time be changed by the Board of Directors of the Corporation through appropriate filings with the Tennessee Secretary of State.
- II.5 Effective Date. These Bylaws shall become effective upon the date of the filing and acceptance of the Charter with the Tennessee Secretary of State.

The Hospitality Hub Charter and Bylaws



- II.6 Term. The term of the Corporation shall commence on the date of the filing of the Charter with the Tennessee Secretary of State and shall continue until dissolved pursuant to the terms of these Bylaws or by operation of law.
- II.7 Method of Accounting. The Corporation shall compute its income and expenses according to the cash receipts and disbursements method of accounting, consistently applied.
- II.8 Fiscal year. The Corporation shall adopt the calendar year as its fiscal year.
- II.9 Corporate Depository. The Corporation's corporate depository shall be Regions Bank.

III. MEMBERSHIP

The corporation shall be a non-member corporation.

IV. BOARD OF DIRECTORS

- IV.1 Powers of the Board of Directors. Subject to any limitations of the Charter, these Bylaws, and the Act, the Board of Directors (the "Board") shall be responsible for the overall policy and direction of the Corporation and for the delegation of responsibility over day-to-day operations of the Officers and Committees. The Chair of the Board shall preside over all Board meetings.
- IV.2 Board Size. The Board, in its discretion and as the purposes of the Corporation may require, shall appoint at least three (3) but no more than twelve (12) directors, of which at least three (3) directors shall be either members of or clergy from the churches that are members of the Downtown Churches Association of Memphis, TN.
- IV.3 Board Compensation. The Board shall receive no compensation other than reasonable expenses.
- IV.4 Term of Office. All directors shall serve two-year (2) terms but are eligible for re-election for an infinite number of consecutive terms.
- IV.5 Board Elections. During the last quarter of each fiscal year of the Corporation, the Board shall elect directors to replace those, if any, whose terms will expire at the end of the fiscal year. The election shall take place during a regular meeting of the Board, called in accordance with the provisions of these Bylaws.
- IV.6 Election Procedures. New directors shall be selected by a majority of directors present at such a meeting, provided there is a quorum present. Directors so elected shall serve a term beginning on the first day of the next fiscal year.
- IV.7 Quorum. A quorum must be attended by at least fifty-one (51) percent off the Board for business transactions to take place and for motions to pass.
- IV.8 Officers and Duties. There shall be at least three officers of the Board consisting of a Chair, President, and Secretary. Their duties are as follows:
 - IV.8.1 Chair. The Chair shall convene regularly scheduled Board meetings and shall preside, or arrange for other members of the Executive Committee to preside, at each meeting in the following order:: President and Secretary.

The Hospitality Hub Charter and Bylaws



- IV.8.2 President. The President shall also be the Executive Director, shall report to the Corporation's Board, and shall be responsible for the consistent achievement of the Corporation's mission and financial objectives, including: program development and administration, communication, staff supervision, and oversight of the Corporation's finances.
- IV.8.3 Secretary. The Secretary shall be responsible for keeping the minutes for the Board meetings, ensuring that all notices are duly given and in accordance with these Bylaws or as required by law, maintaining the general charge of the records of the Corporation, authenticating all such records and performing all duties incidental to the office of Secretary, and such other duties as may be assigned to the Secretary from time to time by the Chair.
- IV.9 Vacancies. Vacancies in offices, however occasioned, may be filled by election of the Board at any time for the unexpired terms of such offices.
- IV.10 Resignation and Removal. Any director may resign at any time by delivering written notice to the Corporation. Such resignation is effective when such written notice is delivered unless such notice specifies a later effective date.
- IV.10.1 Grounds for Removal. On the affirmative vote of seventy-five (75) percent of the Board, any director may be removed from office at any time, with or without cause, or for the following grounds:
- IV.10.1.1 Failure to fulfill any other obligation to the Corporation as specified in these Bylaws when such a failure has continued for a period of 30 days after written notice of the requirement.
- IV.10.1.2 Adjudication of the director as being insane or incompetent.
- IV.10.1.3 Disability of the director to the extent that he or she is unable, for a period of eight (8) weeks, to fulfill required obligations to the Corporation.
- IV.10.2 Notice. Upon the occurrence of any of the grounds listed in subsection 4.10.1, and upon the affirmative vote of the Board as required in subsection 4.10.1, the defaulting director may be removed from the Corporation's Board upon giving the defaulting director thirty (30) days' notice of such removal. The notice shall state the grounds for the removal.
- IV.11 Meetings, Notice and Place of Meeting. The Board shall meet at least quarterly, at an agreed upon time and place. An official Board meeting requires that each director of the Board have written notice at least two weeks in advance. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be principal office of the Corporation in the State of Tennessee.
- IV.12 Special Meetings. Special meetings of the Board may be called upon the request of the Chair, or one-third (1/3) of the Board.

V. COMMITTEES

The Hospitality Hub Charter and Bylaws



- V.1 Committee Formation. The Board may create committees as needed. The Chair of the Board shall appoint all committee chairs.
- V.2 Executive Committee. The corporate officers shall serve as members of the Executive Committee. Except for the power to amend the Charter and these Bylaws, the Executive Committee shall have all the powers and authority of the Board in the intervals between meetings of the Board, and is subject to the direction and control of the Board.

VI. DISSOLUTION, WIND-UP, AND LIQUIDATION

VI.1 Dissolution. The Corporation shall be dissolved on the happening of any of the following event.

- VI.1.1 Termination of the term specified in these Bylaws,
- VI.1.2 The affirmative vote of two-thirds (2/3) majority of the Board to dissolve, wind up and liquidate the Corporation; or
- VI.1.3 The occurrence of any event that makes it unlawful, impossible or impractical to carry on the charitable purposes of the Corporation.

VI.2 Winding Up and Liquidation. On dissolution of the Corporation, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the Corporation shall be, in the following order:

- VI.2.1 Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c) (3) of the Internal Revenue Code, or corresponding section odd any future federal tax code.
- VI.2.2 Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization if then located, exclusively for such purposes or to such organization of organizations, as said Court shall determine, which are organized and operate exclusively for such purposes.

In witness, the parties have executed these Bylaws on the date first written above.

VII. AMENDMENTS

These Bylaws may only be amended when necessary by the affirmative vote of two-thirds (2/3) majority of the Board. Any proposed amendment shall be submitted in writing to the Secretary prior to the vote which may be in person or by proxy and shall be incorporated into the records of the Corporation when approved.

The Hospitality Hub Charter and Bylaws



AMENDMENT TO BYLAWS OF The Hospitality Hub of Memphis

The following amendments were passed at the board meeting held on September 190, 2009.

4.7 The original was deleted and the existing language now stands:

4.7 Quorum. A quorum must be attended by at least Fifty-one (51) percent off the Board for business transactions to take place and for motions to pass.

6.2 The original was deleted and the existing language now stands:

6.2 Winding Up and Liquidation. On dissolution of the Corporation, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the Corporation shall be, in the following order:

6.2.1 Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c) (3) of the Internal Revenue Code, or corresponding section odd any future federal tax code.

6.2.2 Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization if then located, exclusively for such purposes or to such organization of organizations, as said Court shall determine, which are organized and operate exclusively for such purposes.

Kelcey Johnson

Executive Director, Registered Agent

Candace Walsh

Board Chair

2022 ANNUAL REPORT





Kelcey Johnson, Executive Director (left) and Jeanne Jemison

Dear friends,

2022 was a big year for the Hospitality Hub. After years of planning, fundraising, and incredibly hard work, we opened the doors to the new Hub campus at 590 Washington Ave. The new Hub campus is a safe, kind, and respectful environment that provides services and resources to thousands of Memphians experiencing homelessness. If you have not yet seen it, we welcome you to sign up for a tour on our **website**.

In preparation for the new campus opening and expanded operations, we also welcomed a number of new team members, including additions to our leadership team. I am so proud to work alongside such talented, compassionate, and dedicated individuals to serve our guests every day. Together, we work to ensure that every guest who walks through our doors is greeted with warmth and kindness.

Since we have been in our new building, the number of guests we serve has grown tremendously.

In any given week:

- The Hub's case counselors meet with approximately 250 individuals of all backgrounds experiencing homelessness
- The Hub Hotel shelters 30-40 women and children
- Street Outreach connects with 30+ individuals to offer resources
- Work Local provides temporary fair-wage work opportunities for 100+ individuals

We are deeply grateful to every individual and organization that has supported us in 2022 - you'll read about some of the amazing ways your contributions have had an impact on our guests and on our community. We can't wait to work more closely with you in the new year to make Memphis a great place for everyone, regardless of their life experiences.

With gratitude,

Kelcey Johnson
Executive Director

Our New Hub Campus

Following years of planning, fundraising, and collaboration with partners in the community, we were thrilled to move into our new Hub campus in August 2022. Our new campus expands our capacity to serve and shelter those in need. Here's a peek into our new Hub campus:

Community Room & Partner Spaces

From the moment guests walk into our building, they are greeted by an inviting lobby space with ample seating, coffee, restrooms, and wifi while they prepare to speak to a case counselor. Our Community Room provides space for case counselors to meet with guests to understand the challenges they face in moving out of homelessness and to co-create solutions to address those challenges. Our new building also houses flexible office space and program rooms where partners can provide services to our guests and members of the unhoused community.



Hub Hotel Women's Shelter

The Hub Hotel is the region's first barrier-free emergency shelter for women. It is a thoughtfully created and trauma-informed space designed to promote healing and provide the stability guests need to move out of homelessness.

The Hub Hotel has:

- 17 bedrooms (34 beds and 17 trundles)
- A full kitchen and dining room serving three meals a day
- Scosha Salon, a volunteer-run hair and nail salon for Hub Hotel guests
- Private outdoor spaces including a patio and courtyard
- Shared spaces for meetings, events, and programs

See the Scosha Salon in action [here](#)



Hub Plaza

The Hub Plaza is a world class public park created specifically for people experiencing homelessness. The Plaza provides guests with a place to safely rest and decompress adjacent to the core services offered by the Hub.

The Hub Plaza houses:

- Our Street Outreach office, where team members can engage individuals who may be hesitant to enter the building
- Plenty of green space and shaded seating areas for guests to relax
- Flexible areas for volunteer groups and partners to engage the homeless community
- 10 Hub Studios, temporary shelter units for guests for whom other shelter options are insufficient or non-existent

Interested in learning more about our new campus? Sign up for a tour [here](#).





Our Impact



Guest Services

Each individual we meet has a unique story and set of needs. Our experienced Case Counselors work closely with each guest to identify the next step that's right for them. Whether it's finding a safe place to stay, obtaining a state ID or a birth certificate, connecting to employment opportunities or getting a referral to a partner agency, our Case Counselors support each guest as they navigate their own, unique journey out of homelessness.

2,660 guests served
including 515 families in 2022

33% women

65% men

2% gender non-conforming

2,100+ birth certificates and
state IDs provided

641 COVID lab tests

Adult age breakdown:

6% 18-24 years old

17% 25-34 years old

22% 35-44 years old

23% 45-54 years old

32% 55 and over

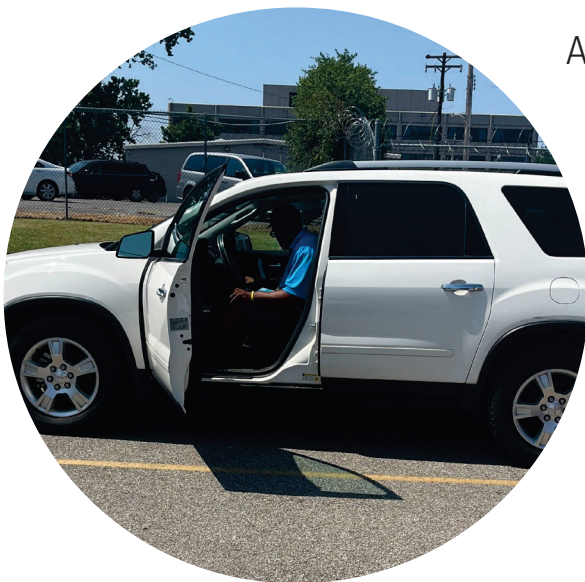
“I graduated from the bus to a **Benz!**”

Guest Services Spotlight

We first met Andre in 2021. He had recently been released from prison and was dropped off with no resources to support his reentry into society. Without even an ID, Andre was referred to the Hub, where he met our Guest Services Supervisor, Bailey.

The first step to helping Andre find employment and permanent housing was to apply for his birth certificate. While a Tennessee birth certificate typically only takes a few weeks, Andre was born on a military base in Germany, which meant added layers of complexity - in all, it took nine months of communications with the authorities in Germany to finally acquire his birth certificate!

In spite of the hurdles that faced him, Andre was ready to begin his journey out of homelessness and persisted in following up with every resource we offered. While waiting for his birth certificate, Bailey helped him to find temporary shelter and sign up for our Work Local program so he could start earning income and saving up. When he finally received his birth certificate, he was able to get a state ID and access full-time employment and permanent housing.



Andre recently visited the Hub to update us on his progress. “Thank you for being a resource when there was no one else,” he says. Pointing to his new car, Andre said, “I graduated from the bus to a Benz!”

See Andre’s Journey [here](#).



Hub Hotel

Although women make up a significant portion of the adult homeless community, there are fewer resources, especially emergency shelter, for women experiencing homelessness. The Hub Hotel is the region's first barrier-free emergency shelter for women. In addition to providing a trauma-informed physical space for guests to heal, the Hub Hotel's 24/7 staff provides guests with intensive support to meet their immediate needs while they work towards permanent housing.

In 2022:

198 guests served in Hub Hotel

Average length of stay in Hub Hotel is **32 days**

50+ hair cut/style services provided through Scosha Salon, our volunteer-run hair and nail salon.

18 workshops/classes offered including yoga, dance, financial literacy, health, vision board and so much more!

“It’s going to be something new,
something better.”

Hub Hotel Spotlight

After fifty years of full time employment, Angela had built a beautiful life for her family and was on the cusp of finally slowing down. That changed in 2020 with the tragic death of her son. Steeped in grief, Angela experienced the economic downturn of the COVID-19 pandemic as a blur. She lost her job. Her building owners raised the rent. Like so many others, she could no longer afford the home she’d lived in for years.

By the time she came to the Hub, Angela had exhausted all of her savings. “I didn’t know what the Hub was at that moment, but what I do know is that day was the first time someone looked me in the eye and really saw me,” remembers Angela.

We welcomed Angela into the Hub Hotel, our barrier-free shelter for women and their children. At the Hub, Angela had access to the space and resources she needed to get back on her feet. After a few months of dedicated support, she was able to move into a place of her own. “I know that whatever the next step is, I won’t be going back,” she says, “It’s going to be something new, something better.”

See Angela’s new journey [here](#).





Street Outreach Supervisor Liza Hubbard in the field

Street Outreach

We meet individuals where they are - in parks, underpasses, abandoned buildings - to connect them with a path out of homelessness. Our Street Outreach Specialists are especially adept at building trusting relationships and on-the-go case management services to serve those who may not yet know about the Hub or may be hesitant to come to us.

In 2022:

1,907 miles logged by the Street Outreach team

1,493 engagements with guests

349 individuals referred to a service

Thankful to everyone **that has helped him.**

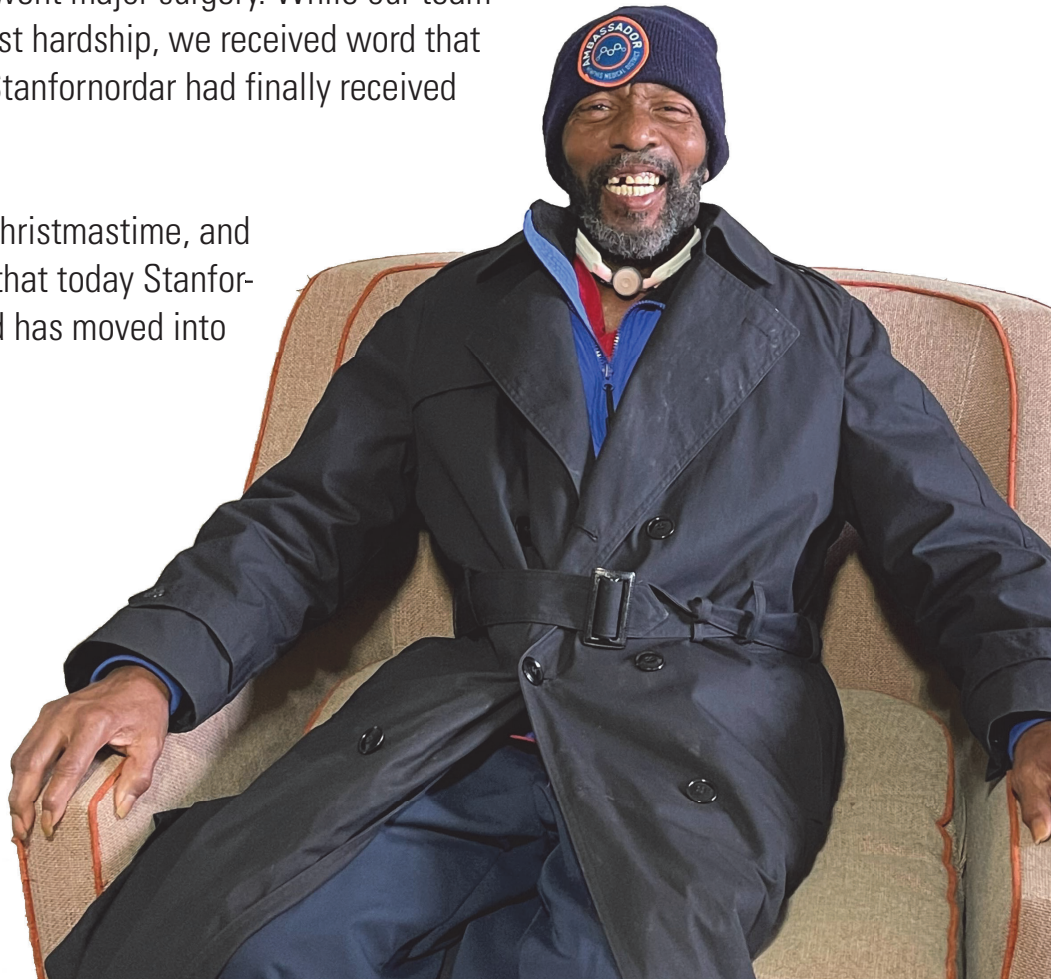
Street Outreach Spotlight

Over a year ago, we met Stanfornordar and his girlfriend Felisa, sleeping at a park. They had been on and off the streets for seven years, and they were ready to get housed. Our Street Outreach team went to work, and Felisa was quickly approved for emergency housing. Stanfornordar, however, faced a bumpier road.

While we continued to advocate for Stanfornordar's housing, we got him signed up for the Work Local program so he could start saving. He was attentive and reliable, so when our partners at the Memphis Medical District Collaborative were hiring, Stanfornordar immediately came to mind.

Several months into his new job, Stanfornordar was diagnosed with throat cancer and underwent major surgery. While our team was processing this latest hardship, we received word that after more than a year, Stanfornordar had finally received approval for housing!

That happened around Christmastime, and we are thrilled to share that today Stanfornordar is cancer free and has moved into a place of his very own!





A guest in one of our Hub Studios

Hub Studios

The Hub Studios provide trauma-informed temporary shelter for those for whom other shelter options are insufficient or non-existent. The Hub Studios fill critical gaps for couples, families with older children, and individuals with severe PTSD. They provide a safe place to stay while we work to help them secure permanent housing.

We temporarily closed the Hub Studios in April in order to expand the successful pilot phase into a permanent feature of the Hub campus. The expanded Hub Studio program is slated to open in late Spring of 2023. We're extremely grateful to the Community Foundation of Greater Memphis for their generous support in helping to expand this remarkably effective work.

In 2022 (Jan - April)

8 guests sheltered through Hub Studios

Guests stayed an average of **32 days** before being permanently housed.

He had a place to call his own

Hub Studios Spotlight

Our Street Outreach team first met Mr. Osman in a parking lot. Mr. Osman told us that he was tired of being homeless and ready to get off the street. Originally from Somalia, Mr. Osman didn't speak a lot of English, but our team was determined not to let that be a barrier for him to get help.

We welcomed him into a Hub Studio and set about advocating for him to be approved for permanent supportive housing. In the meantime, Mr. Osman diligently worked to get all of his vital documents and we helped him find a job so he could start earning income of his own.

When the Hub Studios closed for construction, Mr. Osman left to stay with a friend, and we lost touch with him. Our team persisted in working his case and searched all over Memphis while continuing to advocate for him. When we finally found him, we could share the good news that his housing voucher had been approved!

We were thrilled to help Mr. Osman move into his new place; for the first time in more than three years, he had a place to call his own.





Work Local crew cleaning up our city

Work Local

We partner with the City of Memphis Department of Public Works to clean up blight and provide temporary work opportunities for our guests. Program participants receive a daily stipend, lunch, and the opportunity for next-steps counseling. Working alongside guests, Work Local supervisors develop rapport and serve as additional facilitators alongside case counselors in support of guest's complicated paths out of homelessness.

In 2022:

2,822 Work Local participants

9,282 bags of trash filled

\$141,000+ paid in participant stipends

“Ain’t nothing to it
but to do it!”

Work Local Spotlight

Maudie “ain’t nothing to it but to do it!” joined our Work Local program over a year ago. At 70 years old, Maudie set the tone and pace for the rest of the crew members. She showed up to each shift focused, energetic, and with a positive attitude about getting the work done.

When we had an opening on our Kitchen team, our Work Local Supervisor, Bart, approached Maudie, knowing that her can-do spirit would fit right in with our team. We were delighted to find out that Maudie is not only a hard worker, she is also passionate about cooking.

Maudie’s story is exactly what makes our Work Local program so magical. Thanks to Bart, we are delighted to have Maudie join our team and to be able to provide more permanent employment to one of our best Work Local crew members yet!





Hub Warming Center at Greenlaw

Warming Center

The Hub operates the City's warming center when the temperature falls below freezing, providing a place of warmth and kindness for the unhoused population to shelter from dangerous conditions. Over the Christmas holidays when Memphis was hit with an Arctic blast, we kept our doors open 24hrs for five full days to shelter individuals from the extreme cold.

In 2022:

The warming center was open for **18 overnights**
and **5 full days**

We served **550 guests** and provided **3,250 meals**

We sheltered an **average of 64 guests** at any given time.

Learn more about the Warming Center [here](#).

Community

Our work would not be possible without our donors, partners, volunteers, and other supporters in the community. Here's a quick snapshot of the ways we've worked together in 2022:

A photograph of two people smiling. On the left is a man with a beard and a dark baseball cap with a logo, wearing a white button-down shirt. On the right is a woman with short dark hair, wearing a light green t-shirt. They are both looking towards the camera.

Haircuts at the Plaza

Thanks to some very compassionate and talented volunteer barbers such as Chris Newson and his team at Oasis Grooming Barbershop, we were able to provide free haircuts to our guests several times throughout the year!

A photograph showing a group of volunteers serving food at an outdoor event. Several people are standing behind a table covered with a white cloth, which has various food items and supplies on it. One person is wearing a blue shirt and a blue cap, another is wearing a white shirt and a red cap. They are all looking down at the food or talking to each other. In the background, there is a chain-link fence and some construction equipment.

Feeding our Community

We welcome partners and volunteer groups to use the Hub Plaza to serve the unhoused by providing free meals. Thank you to all of the wonderful volunteers who served numerous meals to our community over the past year (and a special shout out to Big Al and his crew for faithfully serving every week!).



Opening Party

We celebrated our campus opening with our guests, our team, our partners, our supporters and you, our community—all of whom make the Hub possible. All of whom help us create kindness in our city. If you were present to celebrate with us, thank you!



Invaluable Partnerships

With the opening of our new campus and expanded space, we were able to welcome several partners to provide free services to our guests such as food stamps assistance (Mid-South Food Bank), legal services (Baker Donelson), flu and COVID vaccinations (Shelby County Health Department), and so much more!

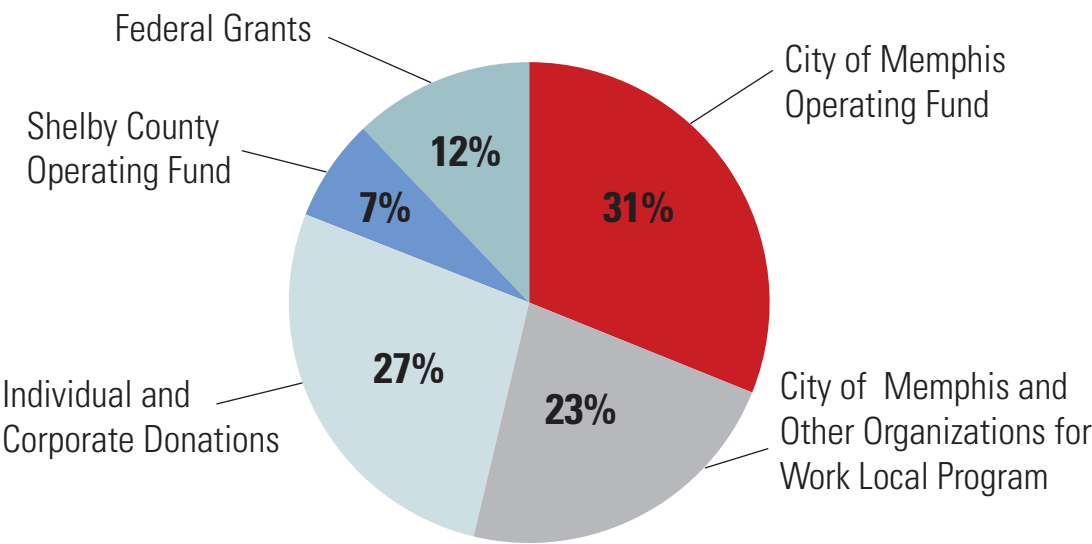


Holidays at the Hub

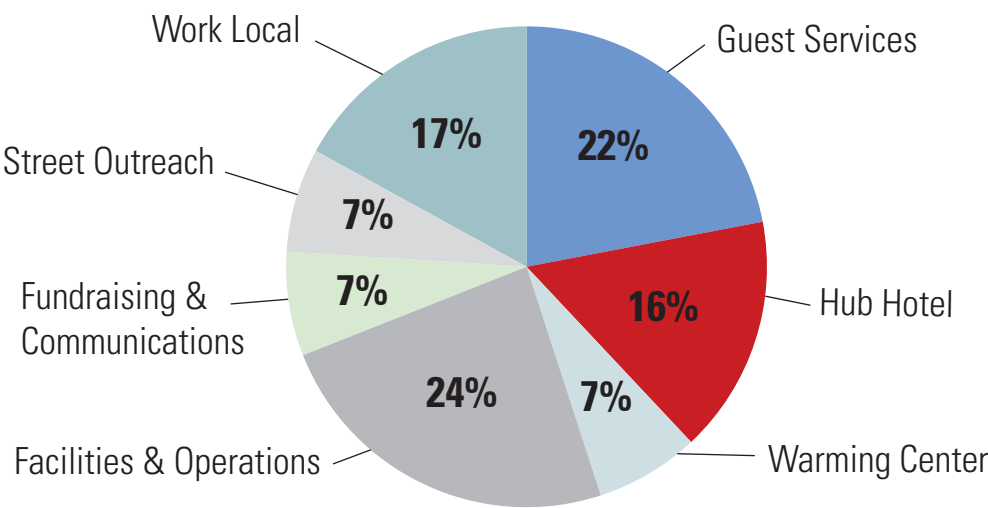
We are so thankful to all of the individuals and volunteer groups who made the holidays an extra special time on campus. Thank you to Pavo Salon for organizing a hot chocolate and stockings party and Chef Tam's Underground Cafe for hosting our guests for a festive meal, and so many more donors who created a wonderful holiday experience for our guests.

Our Financials

Every dollar we receive is used toward our goal of helping people exit homelessness. Here’s a snapshot of the money we were able to raise and how we used it in 2022.



Total Revenue \$3,626,970



Total Expenditures \$3,444,961

What's Coming in 2023



Hub Studios

In 2023, we look forward to the new, expanded Hub Studios opening along the Northern edge of the Plaza in late Spring of 2023. Since piloting the Studios in 2021, they have proven to be an excellent tool, particularly in helping individuals who are chronically homeless and/or are unable to access other shelter options to move into permanent housing.



Hub Hall

We are partnering with HUD and the Community Alliance for the Homeless to pilot a new program serving youth aged 18-24. Hub Hall provides transitional housing for up to 12 young people, with the goal of supporting each guest to make the successful transition into permanent housing.

Get Involved

You can create kindness. Whether you have resources, networks, skills, or time to give, there are many ways you can support the Hub's work of helping people to exit homelessness. Here are a few ways you can get involved:

Invest in Impact

The Hub relies on a small group of donors who are committed to investing their resources to making Memphis a great place for everyone. Get in touch with us to learn more about how your donation can make a difference.

Become a Monthly Donor

The Hub's monthly donors provide a vital foundation of support that our guests experiencing homelessness can count on. Join us in our mission to end homelessness by becoming a monthly donor today!

Fundraise for the Hub

Whether you dedicate your birthday, run a marathon, or organize a bake sale, you can make a difference by fundraising to fight homelessness. Starting a campaign is easy and every dollar you raise will go straight to the Hub to support our work of helping people while spreading the story of the Hub and bringing in new donors.

Give In-Kind

In-kind donations are a key way you can support the Hub and our guests. Check our website for the most updated information about our current needs!

Volunteer

We rely on dedicated volunteers to help us extend hospitality to all of our guests, including preparing and serving food, running workshops and activities, and supporting our team in many more ways.

Learn more at www.hospitalityhub.org/get-involved/.

To donate, visit www.hospitalityhub.org/donate/

THE HOSPITALITY HUB OF MEMPHIS

FINANCIAL STATEMENTS

DECEMBER 31, 2022

THE HOSPITALITY HUB OF MEMPHIS

<i>Table of Contents</i>	<i>December 31, 2022</i>
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Independent Auditor’s Report	2
Statement of Financial Position	4
Statement of Activities	5
Statement of Cash Flows	6
Notes to the Financial Statements.....	7



Independent Auditor's Report

Board of Directors
The Hospitality Hub of Memphis
Memphis, Tennessee

Opinion

We have audited the financial statements of The Hospitality Hub of Memphis, which comprise the statement of financial position as of December 31, 2022, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of The Hospitality Hub of Memphis as of December 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Hospitality Hub of Memphis and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Hospitality Hub of Memphis' ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Hospitality Hub of Memphis' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Hospitality Hub of Memphis' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Frazier Amy Davis PLC

Memphis, Tennessee
August 26, 2024

THE HOSPITALITY HUB OF MEMPHIS

Statement of Financial Position

December 31, 2022

ASSETS

Cash and cash equivalents	\$ 288,683
Pledged grants receivable	300,000
Property and equipment, net	12,099,575
Beneficial interest in perpetual trust	<u>1,649,938</u>
Total assets	<u><u>\$ 14,338,196</u></u>

LIABILITIES AND NET ASSETS

Liabilities	
Accounts payable	\$ 303,903
Note payable	<u>160,662</u>
Total liabilities	<u>464,565</u>
Net assets	
Without donor restrictions	12,223,693
With donor restrictions	<u>1,649,938</u>
Total net assets	<u><u>13,873,631</u></u>
Total liabilities and net assets	<u><u>\$ 14,338,196</u></u>

THE HOSPITALITY HUB OF MEMPHIS

Statement of Activities

For the year ended December 31, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and support			
Contributions	\$ 446,426	\$ -	\$ 446,426
Grants	445,867	2,774,892	3,220,759
Fundraising events	23,772	-	23,772
Change in beneficial interest in perpetual trust	-	(390,605)	(390,605)
Total revenues and support	916,065	2,384,287	3,300,352
Reclassifications			
Net assets released from restrictions	7,966,769	(7,966,769)	-
Total revenue and reclassifications	8,882,834	(5,582,482)	3,300,352
Expenses			
Program services			
Salaries and wages	1,094,560	-	1,094,560
Work local wages	416,065	-	416,065
Occupancy	311,466	-	311,466
Professional services	301,976	-	301,976
Depreciation	198,721	-	198,721
Payroll taxes and benefits	145,408	-	145,408
Guest services	101,858	-	101,858
Insurance, licenses, and fees	79,890	-	79,890
Supplies	40,071	-	40,071
Interest expense	4,353	-	4,353
Moxy and travelodge shelter	721	-	721
Cost of sales	32	-	32
Total program services	2,695,121	-	2,695,121
Management and general			
Professional services	120,670	-	120,670
Miscellaneous	18,115	-	18,115
Supplies	4,452	-	4,452
Bank charges	1,325	-	1,325
Occupancy	504	-	504
Total management and general	145,066	-	145,066
Total expenses	2,840,187	-	2,840,187
Change in net assets	6,042,647	(5,582,482)	460,165
Net assets, beginning of year	6,181,046	7,232,420	13,413,466
Net assets, end of year	\$ 12,223,693	\$ 1,649,938	\$ 13,873,631

See accompanying notes to the financial statements.

THE HOSPITALITY HUB OF MEMPHIS

*Statement of Cash Flows**For the year ended December 31, 2022*

Cash flows from operating activities:	
Change in net assets	\$ 460,165
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	198,721
Gain on beneficial interest in trusts	390,605
Accretion of interest on debt	4,353
Changes in operating assets and liabilities	
Pledged grants receivable	(152,314)
Beneficial interest in perpetual trust	107,397
Accounts payable	<u>(427,368)</u>
Net cash provided by operating activities	<u>580,877</u>
Cash flows from investing activities:	
Purchases of property and equipment	<u>(6,089,806)</u>
Net cash used in investing activities	<u>(6,089,806)</u>
Change in cash and cash equivalents	(5,508,929)
Cash and cash equivalents, beginning of year	<u>5,797,612</u>
Cash and cash equivalents, end of year	<u><u>\$ 288,683</u></u>

THE HOSPITALITY HUB OF MEMPHIS

Notes to the Financial Statements

December 31, 2022

Note 1 – Organization

The Hospitality Hub of Memphis (the “Organization”) is a Tennessee not-for-profit corporation formed by The Downtown Churches Association as a point of entry into the larger network of homelessness services offered throughout the City of Memphis. The mission of the Organization is to connect homeless people with the resources they need to begin their journey out of homelessness.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared using the accrual basis of accounting. Under this basis of accounting, revenues and support are recognized in the period earned and expenses are recognized when incurred.

Financial Statement Presentation

Under accounting standards for not-for-profit organizations, the Organization is required to report information regarding its financial position and activities according to two classes of net assets:

Net Assets without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates those resources be met in perpetuity.

Cash Equivalents

The Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Property, Equipment, and Depreciation

Property and equipment is stated at estimated fair value at the date of the contribution, if contributed, or at acquisition cost, if purchased. Major renewals and betterments that extend the useful lives of assets are also recorded at cost. Expenditures for normal repair and maintenance are expensed as they occur. Depreciation is recognized using the straight-line method over the estimated useful lives of the assets, generally five to forty years.

Contributions

In accordance with accounting standards for not-for-profit organizations, contributions received are recorded as with or without donor restrictions depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restriction. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

THE HOSPITALITY HUB OF MEMPHIS

Notes to the Financial Statements

December 31, 2022

Note 2 – Summary of Significant Accounting Policies (continued)

Grants

The Organization receives grants from the City of Memphis, Shelby County, and other grantors for providing various services to assist the homeless and reduce blight in the city. Management has determined that these grants are exchange transactions. Accordingly, grant revenues and other program services are recorded when earned. Funding received in advance of services being provided is reflected as deferred revenues.

Donated Services

Donated services are recognized in the financial statements if the services enhance or create non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided. No amounts have been reflected in the statements for contributed services since the criteria for recognition of such volunteer effort has not been satisfied. Nevertheless, a substantial number of volunteers have donated significant amounts of time and services to the Organization’s programs.

Tax Status

The Organization is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and has been determined to be an organization which is not a private foundation. The Organization is no longer subject to tax examination by federal tax authorities for calendar years prior to 2019.

Based on the evaluation of the Organization’s tax positions, management believes all positions taken would more likely than not be upheld under examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the year ended December 31, 2022.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Expense Allocation

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities and changes in net assets and in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Type of Expense	Method of Allocation
Professional Services	Nature of service
Supplies	Nature of service

Subsequent Events

Management has evaluated subsequent events through August 26, 2024, the date which the financial statements were available to be issued.

THE HOSPITALITY HUB OF MEMPHIS

Notes to the Financial Statements

December 31, 2022

Note 3 – Receivables, Contract Assets, and Contract Liabilities

The opening and closing balances of receivables, contract assets, and contract liabilities consisted of the following:

	January 1 2020	December 31 2021	December 31 2022
Pledged grants receivable	\$ 703,522	\$ 147,686	\$ 300,000

There were no contract assets or contract liabilities during these periods.

Note 4 – Property and Equipment

As of December 31, 2022, property and equipment consisted of the following:

Land	\$ 65,000
Buildings	11,101,080
Furniture and fixtures	240,792
Vehicles	314,719
Construction in progress	680,850
Total property and equipment	12,402,441
Accumulated depreciation	(302,866)
Property and equipment, net	<u>\$ 12,099,575</u>
Depreciation expense for the year	<u>\$ 198,721</u>

Note 5 – Beneficial Interest in Trust

The Hospitality Hub of Memphis has been named as an irrevocable beneficiary of a perpetual trust held and administered by an independent trustee. The perpetual trust provides for the distribution of 5 percent of the 3-year average net assets of the trust to The Hospitality Hub of Memphis; however, The Hospitality Hub of Memphis does not have access to the corpus of the trust. The beneficial interest in the trust is reported at the fair value of the trust's assets in the statement of financial position, with the change in fair value recognized in the statement of activities. During the year ended December 31, 2022, The Hospitality Hub of Memphis received \$107,397 from the trust.

THE HOSPITALITY HUB OF MEMPHIS

Notes to the Financial Statements

December 31, 2022

Note 6 – Note Payable

As of December 31, 2022 note payable consisted of:

Note payable with the small Business Administration, collateralized by equipment, issued June 2020, in the original amount of \$150,000, payable in monthly installments of \$641 beginning May 2023, including interest at 2.75%, through June 2050.	160,662
Total notes payable	<u>\$ 160,662</u>

As of December 31, 2022, the note payable is scheduled to mature as follows:

Year ending December 31,	Amount
2023	\$ 2,173
2024	3,335
2025	3,428
2026	3,523
2027	3,621
Thereafter	<u>144,582</u>
Total	<u>\$ 160,662</u>

Note 7 – Net Assets with Donor Restrictions

As of December 31, 2022, net assets with donor restrictions were restricted for the following:

Inperpetuity	
Beneficial interest in trust	<u>\$ 1,649,938</u>
Total	<u>\$ 1,649,938</u>

Net assets were released from restrictions during the year ended December 31, 2022 by satisfying the purpose restrictions imposed by the donors as follows:

Purpose restrictions	
Women's facility	\$ 7,859,372
Inperpetuity	
Beneficial interest in trust	<u>107,397</u>
Total	<u>\$ 7,966,769</u>

THE HOSPITALITY HUB OF MEMPHIS***Notes to the Financial Statements******December 31, 2022*****Note 8 – Related Party**

The Organization has a contract for consulting and other services with a former Board President. For the year ended December 31, 2022, these services totaled \$343,371.

Note 9 – Availability of Resources and Liquidity

As part of its ongoing liquidity management, the Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. As of December 31, 2022, the Organization's current unrestricted financial assets available within one year of the statement of financial position date for general expenditure was as follows:

Financial assets at year end:	
Cash and cash equivalents	\$ 288,683
Pledged grants receivable	300,000
Beneficial interest in perpetual trust	<u>1,649,938</u>
Total financial assets	<u>2,238,621</u>
Amounts not available to be used within one year:	
Assets restricted in perpetuity	<u>(1,649,938)</u>
Financial assets not available to be used within one year	<u>(1,649,938)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 588,683</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave Ext, Suite 100 Memphis TN 38112	CONTACT NAME: Shawn Richards PHONE (A/C, No, Ext): 901-321-1000 E-MAIL ADDRESS: SRichards@higginbotham.net FAX (A/C, No):														
INSURED The Hospitality Hub of Memphis 590 Washington Ave. Memphis TN 38105	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Security National Insurance Company</td> <td style="text-align: center;">19879</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Security National Insurance Company	19879	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 1113437735**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </div> <div>OTHER:</div> </div>			PHPK2642134	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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AGGREGATE	\$ 3,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	SWC1530383	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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E.L. EACH ACCIDENT	\$ 500,000																				
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E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
A	Professional Liability			PHSD1838968	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Occurrence</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">3,000,000</td></tr> </table>	Occurrence	1,000,000	Aggregate	3,000,000										
Occurrence	1,000,000																				
Aggregate	3,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson
 County Metro Courthouse
 1 Public Sq.
 Suite 604
 Nashville TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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