

SW MN ARTS COUNCIL GRANT CONTRACT

AWARD: \$

AP-#### Organization Name: Project Name

DATE AWARDED:

Project Start Date - Project End Date

FINAL REPORT DUE:

PROJECT DIRECTOR:

AUTHORIZING OFFICIAL:

FISCAL SPONSOR:

In order to finalize this grant, your organization's authorizing official, project director, and fiscal sponsor (if applicable) must complete this contract within thirty (30) days, indicating agreement to the following terms:

I. Grant Amount

A. The Southwest Minnesota Arts Council will pay to the Grantee or to the Grantee's fiscal sponsor (if applicable) an amount not to exceed the Amount Awarded listed above.

- 80% of the Amount Awarded will be paid to the Grantee (or to the Grantee's fiscal sponsor, if applicable) approximately 30 days prior to the project Start Date, if the completed contract is received in time.
- The final 20% of the awarded grant funds will be held back until the grantee's final report has been received and approved.
- The grant award may be reduced if the actual expenses are significantly less than the total projected expenses.

B. All Grantee funds budgeted for the project will be provided as stated.

II. General Conditions

A. The project will be carried out in compliance with the project description, personnel, budget, and dates as set forth in the application, including any revisions made and approved by the review panel and the Southwest Minnesota Arts Council Board of Directors.

B. Any changes to the project plan or budget must be requested and approved in writing and in advance with the Southwest Minnesota Arts Council.

C. Access to participation in the project will not be limited on the basis of age, national origin, race, gender, sexual orientation, or physical disability.

D. The Grantee will not use these funds for payment of costs for projects that will take place outside the geographic boundaries of the state of Minnesota, costs for relocating the applicant's legal address/residence outside the state of Minnesota, activities that are essentially for the religious socialization of the participants or audience, or activities that attempt to influence any state or federal legislation or appropriation.

E. By accepting this grant, the Grantee agrees that it will not promote, support, or engage in terrorism of any kind, nor will it make sub-grants to any entity or individual that engages in these activities.

F. The Grantee is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in relation to the use of these funds. Failure to comply may result in termination or forfeiture of the grant.

III. Publicity and Acknowledgement

A. The Grantee will provide broad-based publicity to the community at large prior to the event.

B. All publicity and promotional materials for the project must include the following credit line, which must be clearly visible on all of the Grantee's publicity materials and printed in an easy to read font size: *This activity is funded in part with a grant from the Southwest Minnesota Arts Council made possible by the voters of Minnesota, thanks to a legislative appropriation from the arts and cultural heritage fund.*

C. The Legacy Logo will be incorporated, where practicable, into printed and other materials as per the usage guidelines. An electronic version of the approved logo and usage guidelines are available [here](#).

D. The grantee will display [this poster](#) at project events.

IV. Final Report

A. The Grantee's successful, timely completion of an online final report by the final report due date listed above is required in order to receive the remaining 20% of its grant funds.

B. Any profits realized by a project that outperforms its goals will be used by the Grantee for future arts-related projects.

C. Failure to submit an online report within 60 days of the end of the project without a prior request for an extension may result in a 10% scoring penalty on a future grant application.

D. In the event the project cannot be completed as stated, all granted funds must be returned the Southwest Minnesota Arts Council.

V. Accounting

The Southwest Minnesota Arts Council reserves the right to audit the financial records of projects which receive grant funds. The Southwest Minnesota Arts Council shall have access to any books, documents, papers, and records regarding the granted project in the case of an audit evaluation of the project. These records and supporting documents shall be retained for a period of three (3) years following the completion of the project.

IV. Liability

The Grantee agrees to indemnify and save and hold harmless the Southwest Minnesota Arts Council, its Board, its agents, and employees from any and all claims or causes of action arising from or relating in any way to the grant activities by the Grantee or Grantee's agents or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the Southwest Minnesota Arts Council's failure to fulfill its obligations pursuant to this grant contract.

VII. Future Grants

Future grants will be contingent upon compliance with the terms of this grant contract.

SIGNATURES: *In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives below.*

SMAC Executive Director:

Project Director:

Authorizing Official:

Fiscal Sponsor: