

SW MN ARTS COUNCIL GRANT CONTRACT

AWARD: \$

AP-#### Organization Name:

DATE AWARDED:

Project Name

FINAL REPORT DUE:

Project Start Date - Project End Date

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.

- The Amount Awarded will be paid to the Grantee (or to the Grantee's fiscal sponsor, if applicable) after the Grantee has signed and submitted this contract. Payment will then be issued in Southwest Minnesota Arts Council's next semi-monthly payment cycle. Grant funds issued to the Grantee or Grantee's Fiscal Sponsor in the form of a check must be cashed within 6 months of issuance or will be considered returned by the Grantee to Southwest Minnesota Arts Council to be used for other grant awards.
- 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: Read SW MN Arts Council's Misuse of Funds Policy.

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 ability.

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 their public event(s). If the grant project does not include community activities, the Grantee must still publicly acknowledge receipt of the grant.

B. Publicity and promotional materials for the project must include the following credit line, which must be clearly visible on the Grantee's publicity materials 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.
- E. In their final report, the Grantee must provide proof of grant acknowledgement by attaching a digital image of marketing material using the proper credit line (and if used, the Legacy logo). If a grantee fails to meet grant acknowledgement requirements on one grant, a warning will be given. If a grantee fails to meet the acknowledgement requirements on a second grant, the grantee will be ineligible to apply for a SW MN Arts Council grant for a period of two years from the date of notice.

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.
- B. Any profits realized by a project that outperforms its goals will be used by the Grantee for future arts-related projects.
- C. In the event the project cannot be completed as stated, all granted funds must be returned to the Southwest Minnesota Arts Council.
- D. Failure to submit an online report within 60 days of the end of the project without a prior request for an extension will result in a 20% scoring penalty on the applicant's next application.
- E. In the event of an outstanding late final report, the Grantee's eligibility to apply for another grant from Southwest Minnesota Arts Council will be suspended until the report has been submitted and approved. If the final report is never completed, the Grantee is permanently ineligible to apply for Southwest Minnesota Arts Council funding.

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.

VI. 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: