ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and _____ (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, _____, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor and by the City Council, agrees to grant $_____ to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

   A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year IF Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 7 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees.

7. **Year end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received. This Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. If the Grant amount is in excess of sixty thousand dollars ($60,000.00), the Grantee agrees to provide, at Grantee's cost, a review or audit of the

grantee. Said review or audit shall be performed by a Certified Public Accountant ("CPA") who is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

8. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

9. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

10. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana or Federal law.

11. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Grantee is not required to participate if the Grantee is self employed and does not employ any employees.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

13. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The

Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

14. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

15. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

_____**("Grantee")**

By:_____

Printed Name of Officer: _____ Title: _____

Date: _____

CITY OF CARMEL ("Grantor")

By: _____
James Brainard, Mayor

Date:_____

ATTEST:

_____

Date:_____

If you have any question concerning the City of Carmel's 2013 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization:_____
Address:_____
_____
Telephone:_____ Fax: _____
Contact Person:_____
Email:_____

APPLICATION AMOUNT: $_____

Not to exceed 1/3 of previous year revenue/income

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

By:_____
Printed Name of Officer:_____
Title:_____
Date:_____

(Additional pages may be added to Exhibit "A")