



## Contract Terms and Conditions: Performing Arts

This is an agreement made between South Arts and the **Applicant/Presenter** hereinafter called the GRANTEE.

Whereas, South Arts in the exercise of its lawful functions has determined that the performance(s)/residency by **Artist/Company** hereinafter called the COMPANY, will strengthen existing arts resources, stimulate, foster and encourage public interest in the arts in the southeast and will maximize awareness of cultural and arts resources.

Now, therefore it is hereby agreed that:

1. The GRANTEE will conduct the sponsorship on or during the period of **July 01, 2017 through June 30, 2018 (for FY2018 grants)** or during the period of **July 01, 2018 through June 30, 2019 (for FY2019 grants)**.
2. Any variation of the approved performance(s)/residency or educational component(s) can only be made by written agreement between the GRANTEE and South Arts.
3. The GRANTEE hereby obligates itself to promote and publicize the performance(s)/residency in such a manner by such means that wide public distribution of the fact of the performance(s)/residency will be given; to obtain and make all arrangements necessary for securing proper facilities; to sell tickets, publish programs, and do any and all other things necessary and proper to ensure the success of the project, to the best of its ability.
4. South Arts will pay the GRANTEE a **Grant Amount** representing its maximum fee support of the total performance(s)/residency fee. Any deficit in the cost of the project after the application of this amount shall be the responsibility of the GRANTEE.
5. The GRANTEE will pay a minimum equal to the **Grant Amount** as its matching funds toward the performance(s)/residency plus any additional costs or deficits incurred. The COMPANY fee should be paid directly to the COMPANY per the COMPANY/GRANTEE contract. It is further understood and agreed by all parties hereto that South Arts' liability under this agreement does not exceed the amount stated in paragraph 4, and the GRANTEE further agrees to inform all persons with whom it contracts that it is solely responsible for such contracts and they shall not construe a charge against South Arts.
6. Any variations of paragraph 4 and 5 are covered in paragraph 17.
7. The GRANTEE shall present a concert, performance, or reading AND provide an educational component/activity. In the event that the GRANTEE fails to perform the services (the concert, performance, or reading AND educational component), South Arts shall not be obligated to make any payment.
8. In acceptance of the Agreement, the Grantee reaffirms that all statements made on its contract with the aforesaid Company are true and valid, and that it understands and agrees to all assurances therein stated.
9. In consideration of the payment by South Arts, the GRANTEE will include in all promotion, publicity, and advertising and in the program and brochure for the performance(s)/residency, the following minimum credit line: "THIS PERFORMANCE [or other activity] IS FUNDED, IN PART, BY A GRANT FROM SOUTH ARTS IN PARTNERSHIP WITH THE NATIONAL ENDOWMENT FOR THE ARTS AND [YOUR STATE ARTS AGENCY]." When no program is used, verbal credit shall be given prior to each performance or residency.
10. In the event that the GRANTEE fails to perform the services (the presentation of the concert, performance, or reading AND educational component) described herein and has previously received financial assistance from South Arts; the GRANTEE will reimburse South Arts to the full extent of payments made to the project. If the services are partially performed and the GRANTEE previously received interim financial assistance from South Arts, such reimbursement will be proportioned accordingly by South Arts.
11. If the GRANTEE is unable to complete the project by virtue of any act or regulation or any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruptions of transportation services, an act of God, or any other cause beyond the GRANTEE's control, South Arts shall still be obligated to make the payment required herein, to the extent that the GRANTEE has incurred expenses or obligations in connection therewith, which obligations could not otherwise be discharged, due to the occurrence of one of the above circumstances.
12. For proper evaluation, the GRANTEE agrees to admit South Arts representative(s) and/or appropriate committee at no charge.
13. The GRANTEE shall submit a full written report and accounting summarizing all expenditures and income plus copies of all programs and advance publicity to South Arts within **thirty (30) days** of the project ending

- date. Such evaluative and financial reports will be presented in the format of the Final Report as distributed by South Arts to each GRANTEE. The GRANTEE must also provide, in writing, notification of this grant award crediting South Arts and the National Endowment for the Arts to their federal elected officials (Senators/Congresspersons). Copies of the signed letters may be requested/submitted with their final report.
14. The GRANTEE hereby agrees to keep careful attendance and participation records of the project herein provided for. As part of these records, the GRANTEE agrees to adequately document the project with press clippings, publicity flyers, and brief commentary on audience reaction. The financial accounting shall be subject to audit by South Arts and/or appropriate agencies of the federal government. The GRANTEE will be responsible for the safekeeping and identification of fund records that corroborate the project's financial statement. Said records (sales receipts, travel claims, timesheets, etc.) must be kept in the GRANTEE's files for a period of three years after the end of the project. If the GRANTEE is unable to maintain such records for this period of time, all related financial and evaluative materials will be submitted to South Arts to become a part of its permanent project file.
  15. If applicable, the GRANTEE agrees to submit periodic expenditure reports with respect to the herein-described project requested by South Arts in addition to the final financial report.
  16. The grant cannot be assigned or transferred without written approval of South Arts.
  17. South Arts shall encumber no liabilities from this project beyond the amount of the grant award.
  18. The GRANTEE hereby affirms that:
    - No part of net earnings may benefit a private stockholder or individual that is in an organization to which donations are allowable as a charitable contribution under Section 170 (c) of the Internal Revenue Code of 1954, as amended. A copy of the Internal Revenue Service Determination letter for tax exempt status (under Section 501) must be submitted with each application.
    - It will conduct its operations in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and, where applicable, Title IX of the Education Amendments of 1972, which bar discrimination of federally assisted projects on the basis of race, color, national origin, disability, or sex.
    - It will conduct its operations in accordance with the requirements of the Drug-Free Workplace Act of 1988, which requires the recipients of Federal grants to certify that they will provide a drug free workplace.
    - It will conduct its operations in accordance with the requirements of Section 1352, Title 31 of the US Code regarding lobbying members of Congress, an officer of employee of Congress, or an employee of any Federal agency, and that if this is to occur, it be reported on Standard Form-LLL (Disclosure form to Report Lobbying).
    - It will compensate all professional performers, related or supporting professional personnel, laborers and mechanics at the prevailing minimum compensation level or on the basis of negotiated agreements which would satisfy the requirements of Parts 3, 5, and 505 of Title 29 of the Code of Federal Regulations for the duration of any project supported in whole or in part by South Arts.
  19. The GRANTEE certifies, by the signature of its authorized representative hereinafter, that it is legally entitled to enter the subject Agreement with South Arts and that it will not be violating either directly or indirectly any conflict of interest statute or principle of law by the performance of the Agreement.
  20. SPECIAL CONDITIONS: All obligations, financial and otherwise, contained in this agreement are made with the expressed understanding of the GRANTEE that such obligations are entirely contingent upon South Arts receiving financial support from the National Endowment for the Arts, Washington, D.C.
  21. A minimum of 30 Days is required to receive payments from South Arts following the GRANTEE's request.
  22. The GRANTEE shall provide South Arts with two complimentary tickets to the funded performance(s)/residency. South Arts will notify the GRANTEE within 48 hours of the performance as to the use of these tickets.
  23. The GRANTEE shall provide South Arts with photographs or other documentation of funded performance(s)/residency as part of full written report required in paragraph 13.

The fee support will become effective upon the application submission and grant acceptance by the authorizing official of the GRANTEE.

Grant payment is made after the completion of the project and the receipt and approval by South Arts of the Final Report. Requests for interim payments should be submitted in writing to South Arts clearly stating the need for grant funds.