

Section R: Service Contract

This agreement (the "Contract") is between the Wisconsin Arts Board, an agency of the State of Wisconsin, 101 E. Wilson Street, First Floor, Madison, WI 53702 (the "Arts Board"), and Name and Address of the Applicant (the "Applicant"):

Applicant Name:

Address, City, State ZIP:

WHEREAS, the Arts Board, through its administrator, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable, or proper to carry out the purposes of the Arts Board, and

WHEREAS, the Applicant has made application (the "Application") to the Arts Board for the general arts activities (the "Activities") described in the Application as hereinafter set forth, and assures that its governing board has authorized the filing of this application, and that the Arts Board and the Applicant hereby agree as follows:

SECTION 1. EFFECTIVE DATE OF CONTRACT. a) This Contract becomes effective upon issuance of a grant award letter (the "Grant Award Letter") by the Arts Board to the Applicant awarding a grant to the Applicant (the "Grant Award") and upon the Arts Board's executive director signing this Agreement. b) The Application and Grant Award Letter shall be made a part of this Agreement. c) This Contract becomes null and void if the Funding Notification Letter does not award a grant to the Applicant.

SECTION 2. ACTIVITY DATES AND FINAL REPORT. The Activity beginning and ending dates (the "Beginning Date and Ending Date"), and the final report due date for this grant will be specified in the Grant Award Letter.

SECTION 3. BRICK-AND-MORTAR AND CAPITAL EXPENSES. Grant funds awarded in this Contract may not be used for brick-and-mortar activities, capital improvements, equipment purchases over \$5,000, hospitality costs, scholarship assistance, or out-of-state travel.

SECTION 4. GRANTED AMOUNT AND PAYMENT SCHEDULE. a) The amount of the Grant Award awarded by the Arts Board to the Applicant shall be specified in the Grant Award Letter. b) Under no circumstances shall the total amount paid to the Applicant exceed the Grant Award specified in the Grant Award Letter. c) The Arts Board will pay the Applicant the Grant Award as close to the Beginning Date of the Activities as possible.

SECTION 5. IMPLEMENTATION OF ACTIVITIES. The Applicant shall implement the Activities substantially as described generally in the Application.

SECTION 6. FINAL REPORT. a) The Applicant must complete and return a Final Report (including all required attachments, and unspent Arts Board funds) to the Arts Board on forms provided by the Arts Board by the date specified in the Grant Award Letter. b) The Applicant will be placed on an agency-wide funding moratorium if the Final Report and/or unspent Arts Board funds have not been returned to the Arts Board within THIRTY (30) days of the Ending Date. c) The Arts Board may initiate legal proceedings for the return of grant funds if the Final Report and/or unspent funds have not been returned to the Arts Board within THIRTY (30) days of the Ending Date.

SECTION 7. ARTS BOARD POLICIES, PROCEDURES, GUIDELINES, RULES. The Applicant shall abide by all Arts Board policies, procedures, guidelines and rules as published on the Arts Board's Web site and Chapter AB1 of the Wisconsin Administrative Code and in effect at the Beginning Date of this Contract.

SECTION 8. SPECIAL CONDITIONS. No special conditions shall apply to this Contract unless specified in the Grant Award Letter.

SECTION 9. COMPLIMENTARY ACCESS. In order to provide members of the Arts Board's Board of Directors and staff with the opportunity to view the arts programs supported by the Arts Board, the Applicant agrees to admit said individuals upon request and without charge.

SECTION 10. ACKNOWLEDGEMENT. The Applicant agrees to acknowledge Arts Board support for the Activities in all signage, program materials, promotion, publicity and advertising activities, and in other printed and electronic forms of communication pertaining to the Activities. The following credit line shall be used: "This (project/program/activity) was supported in part by a grant from the Wisconsin Arts Board with funds from the State of Wisconsin and the National Endowment for the Arts." Use the Arts Board's logo on printed material. When no printed information is used, verbal credit shall be given prior to each live performance or presentation. Logos can be accessed at: <http://artsboard.wisconsin.gov/static/logo.htm>

SECTION 11. PAYMENTS TO ARTISTS AND PROVIDERS OF SERVICE. The Applicant agrees to pay artists and other providers of services related to the Application Activities when services are rendered, which can be no later than the Ending Date of the Activities, regardless of the date the Grant Award check is received from the Arts Board.

SECTION 12. MODIFICATIONS, CANCELATIONS AND EXTENSION REQUESTS. a) The Arts Board requires that all substantial modifications to the Application or the Contract be submitted in writing by the Applicant and approved in advance by the Arts Board. Modifications shall mean a substantial change in the scale and scope of the organization's general arts Activities, change of address, change of the Applicant's contact person, etc. b) Written notification is required if the Applicant ceases doing business. The Applicant must return the Grant Award to the Arts Board if it ceases doing business. c) Extensions of the Ending Date may be requested in writing up to thirty days prior to the Ending Date.

SECTION 13. RECORDS MANAGEMENT. The Applicant agrees to maintain in its files for inspection by the Arts Board, or its duly authorized representatives, all books, documents, papers and records maintained to account for funds

expended under the terms and conditions of this Contract for a minimum of six (6) years following the Ending Date. Applicants receiving \$25,000 or more in grant funds must submit an audit report for the year in which the Grant Award is received and expended.

SECTION 14. DURATION. This Contract must be completed between the dates specified in the Grant Award Letter.

SECTION 15. TERMINATION. This Contract is subject to termination by either party with ten (10) days prior written notice.

SECTION 16. INDEPENDENT CONTRACTOR. The Applicant agrees to perform the services specified in the Application and this Contract as an independent contractor.

SECTION 17. FULFILLMENT OF AGREEMENT. If the Applicant is unable to fulfill this Contract by virtue of any act or regulation of any public authority, or on the account of any rule or order of any military or civil authority, or on account of any war or other national or state-declared emergency, or because of labor strike, riot, epidemic, act of God, or any similar cause beyond his or her control, the Applicant shall be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event the Applicant shall promptly return to the Arts Board any unexpended or un-obligated portions of payments specified in the Grant Award Letter.

SECTION 18. INDEMNIFICATION CLAUSE. The Applicant agrees to hold harmless, indemnify and defend the Arts Board and its officers, directors, panelists, and employees from and against any and all damages, actions, causes of action, losses, injuries, liabilities, royalties, claims or other payments relating in any way to the terms and obligations of this Contract.

SECTION 19. ASSIGNMENTS. This Contract may not be assigned or transferred by either party to this agreement without prior written consent of the other party.

SECTION 20. EQUAL OPPORTUNITY AND ACCESSIBILITY. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

(A) Contracts estimated to be twenty-five thousand dollars (\$25,000) or more require the contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes and Administrative Code. The contractor must submit the plan to the Arts Board for approval within fifteen (15) working days after the contract is awarded. An exemption occurs from this requirement if the contractor has a workforce of less than ten (10) employees. Instructions or preparing the plan and technical assistance regarding this clause are available from the Wisconsin Arts Board.

(B) The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Arts Board that sets for the provisions of the State of Wisconsin nondiscrimination clause.

(C) Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Facilities in which programs for the projects are held shall be in compliance with Title VI, of the Civil Rights Act of 1964; Section 504, of the Rehabilitation Act of 1973; the Age Discrimination Act; and Title IX, of the Education Amendments of 1972 and the Americans with Disabilities Act of 1990.

All recipients that receive federal funds must comply with OMB Circular A-128 and A-133 requirements of the federal Government. Nonprofit organizations that receive \$300,000 or greater in federal funds, please submit a copy of your audited financial statement for the current grant year to the Wisconsin Arts Board.

SECTION 21. INTEGRATION. The Application, Guidelines, Grant Award Letter and this Contract contain the entire agreement between the parties and any representation that may have been made before the signing of this agreement is non binding, void, and of no effect. Neither party has relied on such prior representations in entering into this Contract.

SECTION 22. NON-APPROPRIATION. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government, or of the State of Wisconsin to appropriate funds or discontinue or materially alter the program under which funds were provided, then the Arts Board shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

The Applicant has duly adopted a resolution, motion or has taken similar action designating the undersigned person to act as an authorizing official of the Applicant for the purpose of executing this agreement.

Signature _____ Date _____

Print Name _____ Title _____

Organization's Federal I.D. Number _____

_____ Date _____

George T. Tzougros, Executive Director, Wisconsin Arts Board