

**CITY OF LA CROSSE ARTS BOARD
ANNUAL GRANT PROGRAM AGREEMENT, 2024-25**

Grantee:

Grantee Address:

Grantee Award:

Grantee Telephone:

Grantee Contact Person:

Grantee Email:

THIS AGREEMENT is made by and between the City of La Crosse Arts Board, on behalf of the City of La Crosse, Wisconsin, and the Grantee listed above (“Grantee”).

WHEREAS, City of La Crosse Arts Board, whose address is c/o 400 La Crosse Street, La Crosse, WI, 54601, desires to fund the project described in Grantee’s proposal to the City of La Crosse Arts Board is able and willing to undertake and complete said project; and

WHEREAS, the City of La Crosse Arts Board and the City of La Crosse have approved the award of a grant to Grantee for the purposes and in the amount described herein;

NOW, THEREFORE, the parties mutually agree as follows:

- 1. Project Purpose and Scope.** In consideration of a grant in the amount of \$XXXX, Grantee agrees to create an art project entitled “XXXXXXX” with a starting date of XX/XX/XXXX and ending date of XX/XX/XXXX . Grantee agrees to perform and carry out in full the project as described in the Project Description listed in section 2 below.
- 2. Project Description, Budget, Exhibits.** This “City of La Crosse Arts Board Agreement,” together with the following Exhibits, which are attached and incorporated, shall form the entire agreement between the parties:
 - Grantee’s Grant Application, including any approved amendments to the application.
 - The approved Project Budget, including any approved amendments to the Project Budget.
 - The Terms of Service document, describing the project specific details.
- 3. Budget.** Grantee agrees to use the grant funds exactly as set forth in the approved Project Budget, and any approved written amendments.
- 4. Capital Equipment.** Grantee agrees not to use any City of La Crosse Arts Board grant monies to purchase any kind of capital equipment, including, but not limited to, computers, musical equipment, cameras, and other audio-visual equipment or machinery.

5. Performance Schedules. Grantee agrees to inform the City of La Crosse Arts Board of its performances, exhibits, or activities schedule. At least one performance, rehearsal or exhibit funded by this grant shall be accessible to the public.

6. Credit. The Grantee agrees to include the following statement in all brochures, news releases, programs, publications, and other printed materials:

This project is funded in part by a grant from the City of La Crosse Arts Board.

When no printed information is used, verbal credit to the City of La Crosse Arts Board and the City of La Crosse shall be given before each performance or presentation. Grantee further agrees to use the City of La Crosse Arts Board logo on all printed materials. The City of La Crosse Arts Coordinator shall provide such logos.

7. Reporting Requirements and Accounting. Grantee's final grant payment will be made when the City of La Crosse Arts Board receives the following within 30 days of the completion of your project:

A completed [final report form](#). The final report form will require 2-3 photos of the funded project. Upload only JPG or PNG files. Title each file with the year, project name, (if relevant) the pictured artist, and the photo credit. Example:

2024_Artspire_CreditJackSmith.jpg

By submitting photos, Grantee gives the City of La Crosse Arts Board permission to use these photographs for any purpose in any media, including for advertising and trade purposes. Grantee also represents that any people depicted in the photographs have consented to using their likeness for this purpose. Grantee also acknowledges that neither Grantee nor any person or organization in depicted the photographs will receive any compensation for the use of these photos, and release the City of La Crosse, the City of La Crosse Arts Board, and their agents, employees, and assigns from any claims which are in any way connected with this use.

Grantee agrees that, no later than thirty (30) days after the date of Grantee's last performance, or the date of closing of the last exhibit, or such other date as shall mark the conclusion of the project, it will submit to City the final evaluation forms and the final accounting form, as provided by the City of La Crosse Arts Coordinator.

8. Payment. Payment will be made to the Grantee upon completion of the Project and receipt and approval of the final accounting form by the La Crosse Parks, Recreation, and Forestry Department.

9. Compliance with Laws. Grantee will comply with all Federal, State and local laws, ordinances, and regulations in the performance of work under this Agreement.

10. Governmental Approvals. Grantee acknowledges that various undertakings described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Grantee understands and agrees that Grantee is solely responsible to investigate and obtain all approvals, licenses, or permits that might be necessary to carry about the activities of the approved Project. The City of La Crosse Arts Board's obligation to perform under this Agreement is conditioned upon Grantee obtaining all such approvals, licenses, or permits in the manner required by law. The City of La Crosse Arts Board cannot guarantee that such approvals, licenses, or permits will be available or granted.

11. Warranty of intellectual property. Grantee warrants that it owns the copyright to or has legal authority to use the artistic product funded by this grant. Grantee further represents that the artistic product is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the artistic product or any parts of the artistic product.

12. Termination. If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, terms, or conditions of this Agreement, the City of La Crosse Arts Board may immediately terminate this Agreement and all rights of Grantee under this Agreement, and may seek any other remedy available to it against the Grantee. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City the full amount of the City of La Crosse Arts Board grant provided to Grantee.

13. Indemnification. The Grantee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of La Crosse, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Grantee, Grantee's contractors or subcontractors (if any) or their officers, agents or employees, in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of the City of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable

against the City of La Crosse, (a) the City of La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) the City of La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify the City of La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within five days of discovery; (ii) the City of La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to the City of La Crosse except as required by law. Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This Indemnity provision shall survive the termination or expiration of this Agreement.

14. Insurance. The Grantee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Grantee shall not commence work under this Agreement, nor shall the Grantee allow any subcontractor to commence work on any subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the La Crosse Parks, Recreation, and Forestry Department.

Commercial General Liability. The Grantee shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations in an amount not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall also provide contractual liability in the same amount. Grantee's coverage shall be primary and list the City of La Crosse, its officers, officials, agents and employees as additional insureds. Grantee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of La Crosse, its officers, officials, agents and employees as additional insureds.

Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement. Grantee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Workers' Compensation and Employer's Liability. To the extent that Grantee employees any employees or as otherwise required by law, Workers' Compensation and Employer's Liability Insurance with Wisconsin statutory limits. Grantee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance and Approval. The Grantee shall provide the City of La Crosse with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Grantee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the La Crosse Parks, Recreation, and Forestry Department. The Grantee shall provide copies of additional insured endorsements or insurance policies if requested by the La Crosse Parks, Recreation, and Forestry Department.

The Grantee and/or Insurer shall give the City of La Crosse thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

15. Nondiscrimination. During the term of this Agreement, Grantee agrees not to not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Grantee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

16. Independent Contractor. Grantee agrees that at all times, Grantee is acting as an independent contractor and not acting as an employee, agent, or in any other manner for, or on behalf of, the City of La Crosse, and that any persons who the Grantee utilizes or who

provide services under this Agreement are employees of Grantee and are not employees of the City.

- 17. Assignment/Subcontracting.** Unless specifically authorized in the approved Grant application, all of the services required of Grantee under this Agreement shall be performed by Grantee and employees of Grantee, and Grantee shall not assign or subcontract any interest in or obligation under this Agreement to any other party.
- 18. Amendment.** This Agreement cannot be changed orally, but only by a written amendment, signed by the duly authorized agent or agents who executed this Agreement.
- 19. Notices.** All notices to be given under the terms of this Agreement shall be in writing and shall be sent by U.S. mail, postage prepaid, or hand-delivered to the addresses of the parties listed above.
- 20. Governing Law and Forum Selection.** This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and the venue for any dispute that cannot be mutually resolved shall be a court of competent jurisdiction in La Crosse County, Wisconsin.
- 21. Severability.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 22. No waiver.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
- 23. Force Majeure.** The City of La Crosse shall not be responsible to Grantee for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

24. Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. Counterparts, Electronic Delivery.

This agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement ~~Contract~~ may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement ~~Contract~~, fully executed, shall be as valid as an original.

The parties hereto so agree:

GRANTEE:

By (Signature)

Type/Print Name

Type/Print Title

Date

THE CITY OF LA CROSSE:

City of La Crosse Arts Board Coordinator

Date

Director, La Crosse Parks, Recreation, and Forestry Department

Date