

Attachment A

TOWN OF YARMOUTH
TOURISM GRANT AGREEMENT

Event Information

Event Name:
Event Date:
Event Location:

Grantee Information

Applicant:
Applicant's legal name:
Contact person:
Title:
Mailing Address:
Telephone:
Email:

Contract Information

Amount:
Contract:
Contract Period:
MUNIS Account:
PO:

This AGREEMENT made and entered into by and between the Town of Yarmouth (hereinafter "Grantor"), a municipal corporation having its principal office at 1146 Route 28, South Yarmouth, MA 02664, acting by its Town Administrator and the XX (hereinafter "Grantee"). The parties do mutually agree to the following general provisions:

1. **Subject matter.** The Grantee, operating as a non-profit organization, shall spend up to \$XX in Tourism Revenue Grant Funds on the event to promote, market, and enhance Yarmouth as a tourist destination as voted by the Community and Economic Development Committee (CEDC) on XXXXX and fully described in the Tourism Grant application titled, XX, dated XX, 2019.
2. **Special Conditions.**
 - 2.1. **No fee waivers will be granted, or considered, by the Town for projects which have received Town grant funds.**
 - 2.2. Said funding shall be spent on the following expenses as itemized below:

<i>Description</i>	<i>Cost Estimate</i>
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL (not to exceed):	\$

An individual milestone may be exceeded by up to 25% of the cost estimate provided above. Grantee is responsible for any costs exceeding 100% of the total cost estimate. Under no circumstances will the Town disburse more than the amount approved for this grant.

- 2.3. The Grantee shall submit the following non-profit status documentation upon signing this grant agreement:
- Tax Determination Letter (or Form 1023 is status is pending)
 - W9 Form
 - Form PC (Massachusetts Office of Attorney General)
 - Annual Corporate Report (Massachusetts Secretary of State)
 - Form 990
 - Form 1023 (only required if the organization’s non-profit status is pending)

3. **Marketing and Branding Conditions.**

3.1. **Surveys:**

- i) Event/program sponsors are required to **survey a minimum of 5% of event attendees** utilizing a survey tool to be provided by the Town of Yarmouth. Event organizers will be required to identify a “point person” for surveys.
- ii) Return completed surveys to the Department of Community Development within **one week** of the event date.
- iii) Reimbursement is contingent on the timely submittal of completed surveys. A sample survey is available at: <http://ma.yarmouth.civicplus.com/DocumentCenter/View/5044>.

3.2. **Photographs and Video.** The Grantee agrees to document the event through photographs and video. Photographs shall be a minimum 300 ppi high resolution. The Grantee agrees to permit photographs and video recording. All materials may be used for marketing purposes. Said materials become Town of Yarmouth property. The Town reserves the right to use and reuse, in any manner at all, in whole or in part, modified or altered, by itself or in conjunction with other materials, in any medium or form of distribution, for the purpose, including, without limitation, all Town materials. Materials to be submitted electronically as part of the Grantee’s Final Report.

3.3. **Branding.** The Grantee agrees to utilize the “Town of Yarmouth...Cape Cod Within Reach” logo and/or tag line “Sponsored in part by the Town of Yarmouth’s Tourism Revenue Preservation Fund” in any and all print and broadcast advertising media including brochures, posters, programs and web advertising for the event (provided to Grantee electronically). The logo or tag line must be displayed independently, prominently, and separately from those of any other sponsors. Failure

to comply with this section shall result in termination of this agreement and the Town shall not be responsible for any reimbursement requests.

4. **Release of Grant Funds Guidelines.**
 - Up to 25% of the total grant award may be reimbursed for contracted services on or before the day of the event. Proof of contracts is required.
 - Marketing costs are reimbursable with invoices and executed contracts.
 - Final payment requires proof of any services provided prior to event date, the submission of a final report, and an actual expense report.
 - Final payment (in no less than 25% of the total grant award) is contingent upon receipt of a final report and required survey materials.

5. **Payment Reimbursement Requirements.** To receive payments for the awarded grant, and to be considered for future Yarmouth Tourism Revenue Preservation Fund grants, the Grantee must submit the following:
 - a. Completed Surveys (return within one week of event date)
 - b. All non-profit status documentation (see Section 2 of this grant agreement).
 - c. A Statement of Work Form (Attachment A).
 - d. Final Report within 30 days of completing the event (Attachment B).
 - e. Estimated & Actual Expense Report (Attachment C)
 - f. Submit final payment request no later than 6 months after the event occurs.
 - g. Final payment (in no less than 25% of the total grant award) is contingent upon receipt of a final report and required survey materials.

6. **Cancellation Provision.** Should the event be cancelled due to inclement weather, the Grantee shall be required to return 50% of the released grant funds. Should the event be cancelled for any other reason, the Grantee shall be required to return 100% of grant funds. In both cases, return of funds shall take place within 30 days of the cancellation date. The Town reserves the right to cancel all unpaid milestones if event is cancelled.

7. **Permits & Insurance.** The Grantee shall acquire, at its own expense, all necessary permits and licenses for the event. The Grantee shall keep the event insured with a minimum of \$500,000 in Comprehensive General Liability for each occurrence and \$1,000,000 aggregate for bodily injury. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Grantee shall notify the Town immediately upon the cancellation or amendment to any policy. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement.

8. **Records.** The Grantee shall keep records of invoices and statements showing proof of payment. At any time the Town may deem necessary, the Grantee shall make available such records and documents, including but not limited to all contracts, records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement. Grantee is responsible for any costs exceeding 100% of the total cost estimate. Under no circumstances will the Town disburse more than the amount awarded for this grant. In the event the Grantee does not spend the funds within the contract period as specified under this Agreement, the Town reserves the right to transfer the funds back to the Tourism Revenue Preservation Fund.

9. **Compliance with Applicable Laws.** The Grantee shall comply with all applicable laws, ordinances, or codes of state and/or local governments, in performing any of the work embraced by this Agreement.

The Grantee understands and agrees that it may not request payment from the Town for any costs covered by or charged to any other funding source.

10. **Monitoring.** The Town shall periodically evaluate the performance of and may make a determination as to whether the Grantee is in conformance with this Agreement and has a continuing capacity to carry out the grant activities in a timely manner. At any time the Town may deem necessary, the Grantee shall make available such records and documents, including but not limited to all contracts, records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement. In the event the Grantee fails to comply with the terms of this section, the Town shall have the right, at their discretion, to terminate this agreement upon written notice to the Grantee.
11. **Successors and assigns.** The terms of this Agreement shall be binding on Grantee's successors and assigns. The Grantee shall provide notice of any change in the scope of work to the Town in writing within thirty (30) days in advance of any said change.
12. **Conflict of Interest.** No member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the Town or the Commonwealth of Massachusetts, and no other public officials of such locality or localities who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this contract shall a) participate in any decision relating to this contract which affects his/her personal interest or interests of any corporation, partnership or association in which he/she is directly or indirectly interested; or b) have any interest, direct or indirect, in the proceeds payable under this contract. The Grantee shall not pay bonus, commission, or fee for the purpose of obtaining the Town's approval of or concurrence to complete the work financed in whole or in part by this Agreement.
13. **Indemnification.** The Grantee shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Grantee, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Grantee further agrees to reimburse the Town for damage to its property caused by the Grantee, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.
14. **Termination.** In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, the Town shall have the right, at their discretion, to terminate this agreement upon written notice to the Grantee.
15. **Severability.** If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. **Forum and Choice of Law.** This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions

relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

17. **Attachments.** All other provisions, if any, are set forth as listed below:

Attachment A-1: Reimbursement Guidelines for Tourism Revenue Preservation Fund Grants

Attachment A-2: Tourism Revenue Preservation Fund, Statement of Work Completed

Attachment A-3: Tourism Revenue Preservation Fund, Estimated & Actual Expense Report

Attachment A-4: Yarmouth Automatic Deposit Authorization Form

Attachment A-5: Tourism Revenue Preservation Fund Grant Program Final Report

DRAFT

****** SIGNATORIES ******

IN WITNESS WHEREOF the parties have executed this Agreement on this __ day of _____
2019, written above effective when executed by the Town of Yarmouth.

GRANTEE

As duly authorized by:

Date

GRANTOR

Town of Yarmouth as duly authorized by:

DANIEL KNAPIK
Town Administrator
Date

ED SENTEIO
Town Accountant
Date

KAREN M. GREENE
Community Development Director
Date

Attachment A-1

Reimbursement Guidelines for Tourism Revenue Preservation Fund Grants

1. A Statement of Work Completed form, from the *Grantee* to the *Town of Yarmouth* Department of Community Development, must be attached over the original invoices. The Statement of Work Completed form should list the items/services for which you seek payment and the actual costs.
2. Submit supporting original invoices in the exact same order as itemized on the Statement of Work Form and any documentation that program/event was promoted and held, such as copies of advertisements, print out of website postings, and photographs of exhibits.
3. If items are purchased on a debit or credit card, a copy of the card with the name of the individual and the last four digits of the card number is required for reimbursement.
4. For labor services, the invoice must show the name of the person and a break-out of service dates and hours worked. This will facilitate the review and payment of your request.
5. If invoices contain items for both project and non-project related items, the invoice should be highlighted to easily reference the items that are project related. Please DO NOT STAPLE anything in the packet. Whenever possible make sure copies are on 8-½ x 11 paper. Please note: two copies of your packet must be made once we receive it, and these steps save time in copying the invoices for the Town departments.
6. The Town shall directly pay the Grantee. It is the responsibility of the Grantee to pay for vendor services. The Grantee shall keep records of invoices and statements showing proof of payment.
7. The Grantee is responsible for any costs exceeding 100% of the total cost estimate.
8. Submit the Statement of Work Completed form and all supporting documentation to the Town of Yarmouth, Department of Community Development, 1146 Route 28, South Yarmouth 02664.
9. The Town shall verify documentation prior to submitting the request to the Accounting Department for payment.

Attachment A-2
Tourism Revenue Preservation Fund
Statement of Work Completed

Project name:

Amount requested: _____

Grantee:

Date: _____

Describe Work Completed (attach supporting documents):	Cost	Completion Date
TOTAL (not to exceed):		

Required Documentation Checklist:
<input type="checkbox"/> Completed Surveys <input type="checkbox"/> Proof of Non-Profit Organization Documentation <input type="checkbox"/> Final Report <input type="checkbox"/> Actual Expense Report

Grantee Authorization:
Person completing form (please print): _____ Signature: _____

FOR TOWN OF YARMOUTH USE ONLY
Contract: TRPF-2019-xx Grant Total: \$ _____ Balance: \$ _____ This Payment Request: \$ _____ Amount Remaining: \$ _____ _____ MUNIS Account # : _____ Payment Approval: _____ Date: _____ Payable to: MUNIS Vendor #: _____

Attachment A-3

**Tourism Revenue Grant Program
Estimated & Actual Expense Report**

Name of Event:

Date of Event:

INCOME	<u>2020 Estimated</u>	<u>2020 Actual</u>
Grants		
Promotional Sales		
Ticket Sales		
Program Advertising		
Sponsorships (list below)		
Sponsor 1		
Sponsor 2		
Sponsor 3		
Sponsorships - Sub-total	\$ -	\$ -
Contributions (list below)		
Contribution 1		
Contribution 2		
Contribution 3		
Contributions - Sub-total	\$ -	\$ -
In-Kind Contributions in kind (list below)		
In-Kind Contribution 1		
In-Kind Contribution 2		
In-Kind Contribution 3		
In-Kind Contributions - Sub-total	\$ -	\$ -
Other (describe below)		
Other 1		
Other 2		
Other 3		
Other Sub-total	\$ -	\$ -
TOTAL INCOME	\$ -	\$ -

Attachment A-3 (Continued)

EXPENSES	<u>2020 Estimated</u>	<u>2020 Actual</u>
Marketing		
Print Media (list below)		
Print Media 1		
Print Media 2		
Print Media 3		
Print Media Sub-total	\$ -	\$ -
Brochures		
Direct Mail & Packages		
Posters		
Radio Ads (list below)		
Radio Ad 1		
Radio Ad 2		
Radio Ad 3		
Radio Ads - Sub-total	\$ -	\$ -
TV Ads (list below)		
TV Ad 1		
TV Ad 2		
TV Ad 3		
TV Ads - Sub-total	\$ -	\$ -
Web-based Advertising		
Design Services		
Printed Program		
Professional Media Consultant		
Professional Photographs		
Other		
Marketing - Sub-total	\$ -	\$ -
Set up & Clean up		
Equipment Rental		
Insurance		
Office Supplies		
Postage (other than advertising)		
Other Supplies		
Rent		
Salaries		
Security		
Miscellaneous		
TOTAL EXPENSES	\$ -	\$ -
NET PROFIT/LOSS	\$ -	\$ -

Attachment A-4

Town of Yarmouth Automatic Deposit Authorization Form (Rev 03/05/2014)

Organization Name: _____

Organization Street Address or PO Box: _____

Organization City: _____ State: _____ Zip: _____

Authorization Agreement

I hereby authorize **Town of Yarmouth** to initiate automatic deposits to our account at the financial institution named below. I also authorize the **Town of Yarmouth** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold the **Town of Yarmouth** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me.

This agreement will remain in effect until the **Town of Yarmouth** receives a written notice of cancellation from my organization or my financial institution, or until we submit a new automatic deposit form to the Treasurer's Department.

➔ **Signature:** _____ **Date:** _____

Checking or Savings (Please Circle)	Bank Name:	Bank Transit/Routing Number:	Account Number:
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Check One:	Start Deposit <input checked="" type="checkbox"/>	Stop Deposit <input type="checkbox"/>
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E-Mail Address for delivering payments statements:

Telephone Number in case we have questions: _____

To start or change a deduction:

At the option of the Town, the first payment processed for you after receipt of this form in the Treasurer's Office, may be a pre-authorization to the Federal Reserve System for verification of bank transit and account numbers, as supplied above. You will receive an actual check and no money will be transmitted to your account(s).

The second payment after receipt of this form will result in an electronic transmittal of funds to your account(s).

NOTE: Please attach a voided check here.

Attachment A-4 (Continued)

Town of Yarmouth Automatic Deposit Authorization Form (Rev 03/05/2014)

The diagram shows a check with the following details:

- Payee:** James Anderson, (612) 525-0322, 123 Main Street, Anytown, MN 55416
- Check Number:** 8888 (not needed)
- Routing Number:** 748 278 498 (9 digits between symbols)
- Account Number:** 1 278 13897 (Do not include check number)
- Check Number:** 08888

Callouts with arrows point from the text boxes to the corresponding numbers on the check. A large 'DRAFT' watermark is visible in the background.

Attachment A-5

**Town of Yarmouth
Tourism Revenue Preservation Fund Grant Program
Final Report**

Grantee:

Project:

Event Date:

1. How many people were in attendance? How many were Yarmouth residents? How many were not Yarmouth residents? How many were new to Yarmouth? *(Please describe how attendance is calculated or estimated AND attach hard copies of survey results):*
2. Was the Event successful? Did residents benefit from the Event? Did the Event bring visitors to Yarmouth? Explain.
3. What was the overall economic impact of the event, program or project? How do you measure the economic impacts of your Event?
4. What factors contributed to the overall successfulness of the Event?
5. How was the Event marketed? What marketing was used to promote the Event regionally? Statewide? Nationally?
6. Did you partner with local restaurants/lodging properties or other business to create packages to co-market?
7. Which element(s) of Marketing were most useful? How did you determine what made the marketing useful?
8. How could Marketing in connection with Event be improved?
9. How could the Event execution be improved?
10. Do you intend to undertake any future related Events?
11. Comments or suggestions for future similar Events?
12. Please attach Actual Expense Report for the event. Please provide a narrative describing your ability to raise additional funds through donation and sponsorship.
13. Please provide copies of (high-definition) photos and/or videos from the event (please provide 1 hard copy and 1 cd with electronic copies suitable for re-use).

Said materials become Town of Yarmouth property. The Town reserves the right to use and reuse, in any manner at all, in whole or in part, modified or altered, by itself or in conjunction with other materials, in any medium or form of distribution, for the purpose, including, without limitation, all Town materials.

I certify that the above information is accurate to the best of my knowledge.

Signature: _____ Date: _____