



# Iowa Arts Council

## 2008 Emergency Arts Relief Application Form

*Up to \$500 in emergency assistance for costs associated with cleanup and recovery from damage incurred by flooding, tornadoes, and related incidents – for Iowa artists and arts organizations*

### Eligibility:

- Individual Iowa Artists
- Iowa Arts Organizations that are nonprofit (504 and 504A) and federally tax-exempt (501(c)(3))
  - Iowa Arts Organizations that are entities of local or county government
- All applicants must be located in a state and/or federally-declared disaster area

### Use of Funds

Funds may be used for cleaning supplies, office or storage supplies, or any other recovery-related expenses.

### Process

1. Complete the simple application form, service contract, and substitute W-9 Form
2. Submit the form via **mail OR fax** to:  
Emergency Arts Relief  
Iowa Arts Council  
600 E Locust  
Des Moines, IA 50319  
Fax: 515-242-6498
3. Applications will be processed as quickly as possible, on a first-come, first-funded basis

### Questions?

Contact Linda Lee at 515-242-6194 or [Linda.Lee@iowa.gov](mailto:Linda.Lee@iowa.gov)

# Iowa Arts Council

## 2008 Emergency Arts Relief Application Form



June 2008

A Division of the Iowa Department of Cultural Affairs

**1) Applicant Name:**

(The name of the organization or individual)

**2) Contact Person of Applicant Organization:**

Title of Contact Person:

Daytime Phone: (     )-     -

Email:

**3) Applicant's Official Address:**

City:

State:

Zip Code:     -

IA County:

**4) Temporary contact information if you have been displaced from above (include phone and address if possible):**

**4) Federal Employee Identification Number**

**OR (for individuals) Last 4 Digits of Social Security Number:**

**5) Has your area been declared a state or federal disaster area?**

Yes      No

**6) Please provide a one-sentence description of your organization's artistic work, or (if an individual applicant) your professional work as an artist:**

**7) Please provide a one-sentence description of the purpose of these funds:**

**8) Amount requested (up to \$500): \$**

# Service Contract

The individual signing this Service Contract must have the authority to legally obligate the Applicant to conditions of this Contract, grant guidelines, and policies and procedures of the Iowa Arts Council.

This agreement (the "Contract") is between the Iowa Arts Council, a division of the Department of Cultural Affairs, State of Iowa, 600 East Locust, Des Moines, Iowa, 50319-0290 (the "Council"), and Name and Address of the Applicant (the "Applicant"):

Applicant Name (Same name and address listed in the application form)

Address:

City: , State:  Zip Code: -

WHEREAS, the Council, 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 Council, and

WHEREAS, the Applicant operates as an artist or arts organization in a county declared by state or federal officials as a disaster area, and

WHEREAS, the Applicant has made application (the "Application") to the Council for the project (the "Project") described in the Application, the Council 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 Council to the Applicant awarding a grant to the Applicant (the "Grant Award") and upon the Council'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. GRANTED AMOUNT AND PAYMENT SCHEDULE.

- a) The amount of the Grant Award awarded by the Council 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 Council will pay the Applicant the Grant Award within thirty (30) days after the Agency director has signed this Contract.

**SECTION 3. USE OF FUNDS.** The Applicant shall use the Grant Award for expenses associated with cleanup and recovery from damage incurred by flooding, tornadoes, and related incidents.

## SECTION 4. FINAL REPORT.

- a) The Applicant must complete and return a Final Report and unspent Council funds to the Council on forms provided by the Council 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 Council funds have not been returned to the Council within THIRTY (30) days of the ending date of the Project.
- c) The Council may initiate legal proceedings for the return of grant funds if the Final Report and/or unspent funds have not been returned to the Council within THIRTY (30) days of the ending date of the Project.

**SECTION 5. COUNCIL POLICIES, PROCEDURES, GUIDELINES, RULES.** The Applicant shall abide by all Council policies, procedures, guidelines and rules as published on the Council's Web site and 222 Iowa Administrative Code and in effect at the Beginning Date of this Contract.

**SECTION 6. SPECIAL CONDITIONS.** No special conditions shall apply to this Contract unless specified in the Grant Award Letter.

**SECTION 7. RECORDS MANAGEMENT.** The Applicant agrees to maintain for inspection by the Council, 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 three (3) years following the Ending Date of the Project..

**SECTION 8. TERMINATION.** This Contract is subject to termination by either party with ten (10) days prior written notice.

**SECTION 9. INDEPENDENT CONTRACTOR.** The Applicant agrees to perform the services specified in the Application and this Contract as an independent contractor.

**SECTION 10. 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 Council any unexpended or unobligated portions of payments specified in the Award Notification Letter.

**SECTION 11. INDEMNIFICATION CLAUSE.** The Applicant agrees to hold harmless, indemnify and defend the Council 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 12. ASSIGNMENTS.** This Contract may not be assigned or transferred by either party to this agreement without prior written consent of the other party.

**SECTION 13. EQUAL OPPORTUNITY AND ACCESSIBILITY.** The Applicant agrees not to discriminate against any employee, applicant for employment or any person participating in any aspect of the Project on the basis of race, creed, color, national origin, religion, sex, age, physical or mental disability; and that all parties involved in the Project shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.

**SECTION 14. INTEGRATION.** The Application, Grant Notification Letter and this Contract contains the entire agreement between the parties and any representation that may have been made before the signing of this agreement are non binding, void, and of no effect. Neither party has relied on such prior representations in entering into this Contract.

**SECTION 15. 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 Iowa to appropriate funds or discontinue or material alteration of the program under which funds were provided, then the Council 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.

## Signatures

**Applicant** - Legal authorizing official of the Applicant.

APPLICANT (Type name of Applicant)

Authorizing Official of Applicant: (Type name of authorizing official)

\_\_\_\_\_  
Signature of Authorizing Official and Date (sign in blue ink)

**IOWA ARTS COUNCIL: Cyndi Pederson, Executive Director**

\_\_\_\_\_  
Signature and Date

