



Bourne Community Engagement Committee

EVENT APPLICATION & AGREEMENT

Application materials (electronic PDF) and REQUIRED DOCUMENTATION shall be emailed to (the Committee) bcec@townofbourne.com.

Incomplete applications will not be considered.

Event Information

Event Name:

Event Date:

Event Location:

Grantee Information

Applicant:

Applicant's legal name:

Contact person:

Title:

Mailing Address:

Telephone:

Email:

Contract Information [FOR COMMITTEE USE ONLY BELOW]

Amount:

Contract:

Contract Period:

General Ledger Account:

This AGREEMENT made and entered into by and between the Town of Bourne (hereinafter “Grantor”), a municipal corporation having its principal office at 24 Perry Ave, Bourne MA 02532, acting by its Town Administrator and the XX (hereinafter “Grantee”). The parties do mutually agree to the following general provisions:

1. **Subject matter & Narrative.**

The Grantee shall provide a full description of their event or project in this application. The Grantee, operating as a non-profit organization, shall spend the awarded Grant Funds on the event to promote, market, and enhance Bourne as a tourist destination as voted by the Bourne Community Engagement Committee (BCEC) on _____ and fully described in the Grant application, dated _____, 20____.

NARRATIVE --Please attach a narrative and supporting materials where relevant that answer the following questions:

- ☐ Event Summary - Describe the event, its target audience, and projected attendance figures noting how attendance is tracked and/or projected. Describe what makes the event unique and how it serves as a draw for visitors to come to Bourne. Note explicitly how you plan to use the requested Tourism funds.
- ☐ Event Logistics/Management - Describe how your event or program will be managed and how the management of the event has evolved over time. If you rely on volunteers, note how you recruit new volunteers, provide training, and assign responsibility. Provide information for key volunteers regarding their experience and areas of responsibility. Describe in detail your planning efforts/logistics associated with your event as well as any associations you may have with community organizations or businesses, noting the specifics of how these organizations/businesses will support your event.
- ☐ Financial Management – Describe how the event is managed financially, noting how budget/funding decisions are made and how funds are raised (i.e. fees/sponsorships/ticket sales/vendors/etc.). Describe how budget shortfalls are handled. How does the event plan for long-term financial stability? Is there a rainy day fund?
- ☐ Economic Impact – Describe the direct and indirect impact of your event on local businesses. Quantify the impact as much as possible.

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. In no event will the event be 100% funded through Town funds.

2.3. The Grantee shall submit (2) of the following non-profit status documentation upon signing this grant agreement:

- Tax Determination Letter (or Form 1023 if status is pending)
- IRS Form W9
- Form PC (Massachusetts Office of Attorney General)
- Annual Corporate Report (Massachusetts Secretary of State)
- IRS Form 990

3. **Marketing and Branding Conditions.**

3.1. **Photographs and Video.** The Grantee agrees to document the event through photographs and video. Photographs shall be a minimum 300 dpi high resolution. The Grantee agrees to permit photographs and video recording. All materials may be used for marketing purposes. 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.

3.2. **Branding.** The Grantee agrees to utilize the "Bourne Community Engagement Committee" logo and/or tag line "Sponsored in part by the Bourne Community Engagement Committee" 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.

3.3. Marketing Plan

Please detail your marketing plan utilizing the matrix below. This information should reflect the marketing figures included in your budget. Include all marketing efforts to be utilized for the proposed event through various media outlets (radio, television, print materials, press releases, social media etc.). Please attach source information for estimates where possible.

| Target Demographic | Target Location | What type of marketing/media buy? | When does marketing take place? | Price of Media Buy? |
|--------------------|-----------------|-----------------------------------|---------------------------------|---------------------|
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4. **Release of Grant Funds Guidelines.**

- Up to 50% 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 Bourne Community Engagement Committee grants, the Grantee must submit the following:

- a. All non-profit status documentation (see Section 2 of this grant agreement).

- b. A Statement of Work Form (Attachment 1 of 3).
 - c. Final Report within 30 days of completing the event (Attachment 2 of 3).
 - d. Estimated & Actual Expense Report (Attachment 2 of 3)
 - e. Submit final payment request no later than 90 days after the event occurs.
 - f. Final payment (in no less than 25% of the total grant award) is contingent upon receipt of a final report and any other Committee-required materials.
6. **Cancellation or Postponement Provision.** Should the event be postponed due to inclement weather or other circumstance, the Grantee shall consult with the Committee on the status of funding. Should the event be cancelled due to inclement weather, the Grantee shall be required to return any released grant funds if no inclement weather provisions were made for the event. Should the event be cancelled for any other reason, the Grantee is also 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 an 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 Comprehensive General Liability and Aggregate for bodily injury, based upon current Town-recommended guidelines. 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 have the funds transferred back to the Town.
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.**

Please provide and attach a project/event narrative – and --.

All other provisions, if any, are set forth as listed below:

- Attachment A-1: Reimbursement Guidelines for Engagement Grants
- Attachment A-2: Interim Statement of Work Completed
- Attachment A-3: Estimated & Actual Expense Report & Final Report
- Attachment A-4: Bourne Automatic Deposit Authorization Form

***** SIGNATORIES *****

IN WITNESS WHEREOF the parties have executed this Agreement on this __ day of _____
20_____, written above effective when executed by the Town of Bourne.

GRANTEE

As duly authorized by:

_____ Date

GRANTOR

Town of Bourne as duly authorized by:

Town Administrator Date

Chair - Community Engagement Committee Date



Attachment A-1

Bourne Community Engagement Committee

Reimbursement Guidelines for Tourism Revenue Preservation Fund Grants

1. A Statement of Work Completed form, from the *Grantee* to the *Town of Bourne* Engagements Committee, 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. In no event shall funding provide for 100% of the event cost.
8. Submit the Statement of Work Completed form and all supporting documentation to the Town of Bourne, c/o Bourne Community Engagement Committee, 24 Perry Ave, Bourne 02532
9. The Town shall verify documentation prior to submitting the request to the Finance Department for payment.



Attachment A-2

**Bourne Community Engagement Committee
Interim Fund Request**

Project name:

Amount requested: _____

Grantee:

Date: _____

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

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

| |
|---|
| FOR TOWN OF BOURNE USE ONLY |
| Contract: BEC-2019-xx Grant Total: \$ _____ Balance: \$ _____ This Payment Request: \$ _____ Amount Remaining: \$ _____ <hr/> General Ledger Account # : Payment Approval: _____ Date: _____ Payable to: Vendor #: _____ |



Attachment A-3

Bourne Community Engagement Committee

Estimated & Actual Expense Report

Name of Event:

Date of Event:

| INCOME | <u>Estimated</u> | <u>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 (CANNOT BE INCLUDED AS INCOME) | \$ - | \$ - |
| Other (describe below) | | |
| Other 1 | | |
| Other 2 | | |
| Other 3 | | |
| Other Sub-total | \$ - | \$ - |
| TOTAL INCOME | \$ - | \$ - |

Attachment A-3 (Continued)

| EXPENSES | <u>Estimated</u> | <u>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 | \$ - | \$ - |

Final Report

Grantee:

Project:

Event Date:

1. How many people were in attendance? How many were Bourne residents? How many were not Bourne residents? How many were new to Bourne? *(Please describe how attendance is calculated or estimated):*
2. Was the Event successful? Did residents benefit from the Event? Did the Event bring visitors to Bourne? Did local businesses benefit from the Event? 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 the 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 with electronic copies suitable for re-use).

Said materials become Town of Bourne 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: _____



Attachment A-4

Bourne Community Engagement Committee

Town of Bourne 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 Bourne** to initiate automatic deposits to our account at the financial institution named below. I also authorize the **Town of Bourne** 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 Bourne** 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 Bourne** 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: |
| Check One: Start Deposit <u> X </u> Stop Deposit <u> </u> | | | |

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 Bourne Automatic Deposit Authorization Form

The diagram illustrates the fields on a check required for an automatic deposit. It includes the following elements:

- Payee Information:** James Anderson, (612) 525-0322, 123 Main Street, Anytown, MN 55416.
- Pay to the Order of:** A blank line for the payee's name.
- Amount:** A blank line for the dollar amount, followed by a dollar sign (\$) and a blank line for cents, with the word "Dollars" below.
- Routing Number:** A box labeled "Routing Number:" with the instruction "9 digits between ⑆ symbols. location at bottom may vary". An arrow points to the routing number field at the bottom left of the check.
- Account Number:** A box labeled "Account Number:" with the instruction "Do not include check number. location at bottom may vary". An arrow points to the account number field at the bottom middle of the check.
- Check Number:** A box labeled "check number (not needed)" with an arrow pointing to the check number field at the top right of the check.
- Check Number:** A box labeled "8888" with an arrow pointing to the check number field at the top right of the check.
- Check Number:** A box labeled "08888" with an arrow pointing to the check number field at the top right of the check.

The check number field at the bottom right of the check contains the number 08888.