

AGREEMENT FOR GRANT

AGREEMENT made and effective this _____ day of _____ by and between the Fox Cities Convention & Visitors Bureau, Inc. a Wisconsin corporation with principal offices located at 213 S. Nicolet Rd., Appleton, Wisconsin (hereinafter "FCCVB") and the City of Appleton with principal offices located at 100 N. Appleton St., Appleton, WI 54911 (hereinafter "GRANTEE".)

RECITALS

- Whereas, FCCVB offers a grant program to develop and enhance tourism to the Fox Cities.
- Whereas, GRANTEE intends to implement acoustical improvements at the Fox Cities Exhibition Center (hereinafter "the Project").
- Whereas, the Project is expected to cost approximately \$800,000.
- Whereas, the Project will serve visitors by providing acoustical updates, including new carpet and acoustical panels, at the Fox Cities Exhibition Center making the center more attractive to meeting and convention groups.

COVENANTS

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

- 1) **Recitals.** The foregoing Recitals are made a part hereof and are incorporated herein by reference.
- 2) **Grant.** The FCCVB agrees to grant GRANTEE \$100,000 for the Project. Remaining funding will be secured by GRANTEE and FCCVB shall have no liability regarding same.
- 3) **Project Specifications.** The aforementioned Project shall be as outlined in the grant application dated September 3, 2025.
- 4) **Grant Funding.**
 - a) A grant of \$100,000 is pledged to the Project.
 - b) The grant will be paid to **GRANTEE** upon completion the project contingencies being met as set forth in section 5 and after FCCVB receives from **GRANTEE** written confirmation of project completion, documents demonstrating final total costs and photographs of finished Project.
 - c) In the event the Project is not completed on or before **December 31, 2026**, the FCCVB shall not have any further obligation to grant or pay for any present or current obligations of the Project.

- 5) **Contingencies.** The making and payment of the grant is conditioned and contingent upon the following conditions having occurred:
 - a) The Project is constructed as described in the grant application dated September 3, 2025.
 - b) GRANTEE provides evidence of project completion as noted in section 4 above.
 - c) The project is completed by **December 31, 2026.**
- 6) **Liability.** FCCVB shall in no way be considered an owner or operator of the Project, and shall not be liable for any injury or property damage sustained by any party or person. GRANTEE shall fully indemnify and hold FCCVB harmless there from.
- 7) **Use of Funds.** All grant funds received by GRANTEE shall be used solely and exclusively for the Project noted above and for no other purpose whatsoever.
- 8) **Default.** In the event FCCVB determines, at any time, that any of the obligations or conditions are not being met by GRANTEE, FCCVB shall provide written notice to GRANTEE of the default and allow 30 days from the date the notice is given for GRANTEE to cure the default. In the event GRANTEE fails to timely cure the default to the sole satisfaction of FCCVB, FCCVB may withhold any pending fund distribution under this Agreement, or, if the grant has been fully funded, GRANTEE shall be obligated to refund the full amount paid to GRANTEE by FCCVB.
- 9) **Termination of Grant.** Notwithstanding anything else herein to the contrary, in the event the Project is not fully completed and functional, then the grant in FCCVB's sole discretion may be declared null and void and of no further force.
- 10) **Integration Clause.** This Agreement expresses the entire understanding between the parties as to the terms and covenants of this grant transaction and no other verbal or written understanding shall change or alter the terms contained above.

IN WITNESS THEREOF, the parties have entered into this Agreement on the date as set forth

**FOX CITIES CONVENTION & VISITORS
BUREAU, INC.:**

By: _____
Pam Seidl, Executive Director

Date: _____

GRANTEE NAME:

By: _____

Its: _____

By: _____
Board Chair

Date: _____

Date: _____