

Louisiana Office of Tourism
FY 2027 (July 1, 2026 – June 30, 2027) Louisiana Music Ambassador Guidelines

I. Background/Purpose

The Louisiana Office of Tourism (LOT) is the state agency statutorily vested with the responsibility to promote and assist the expansion of tourism and the tourism industry in Louisiana. LOT’s public purpose is to “conduct an ongoing promotional campaign of information, advertising and publicity to create and sustain a positive image and understanding of Louisiana” and to develop “a program to entice, educate, and facilitate the visitor concerning the state’s history, culture, folklore, recreation and leisure opportunities ...” (R.S. 51:1255).

Louisiana is known for music. Louisiana is the birthplace of jazz, zydeco, Cajun and swamp pop, and has inspired genres ranging from blues and country to hip-hop, gospel, rap and rock ‘n’ roll. Every region of the state has a unique musical legacy and attracts visitors from around the world to experience the sounds firsthand. From intimate clubs and dance halls to open-air festivals and street corners, music plays everywhere. Visitors can step into a small-town venue for a Cajun jam, follow a second line through the city, or catch a rising artist before the rest of the world does.

Through the Louisiana Music Ambassador Program (“LMAP”), the LOT provides grants to encourage Louisiana-based musicians to promote Louisiana as a destination for music before, during, and after their performances at large, established national and international festivals outside of Louisiana.

II. Definitions

For purposes of the LMAP, “Talent” means a Louisiana-based single performer or a group of musicians organized for ensemble playing (i.e., a band). The “Payee” (if different than the Talent) is the agent or other representative of the Talent who will enter into the Grant Agreement and receive payment of the grant award on behalf of the Talent. For purposes of describing the LMAP application process, the Talent and Payee may be individually or collectively called the “Applicant,” depending on the context and the business relationship, if any. A successful Applicant who enters into a Grant Agreement with the LOT is a “Grantee.” A “Performance” means a scheduled performance by the Talent at an eligible “Festival,” which means a festival that meets the eligibility criteria provided below.

III. Eligibility Criteria

- a. The LMAP is open to Louisiana-based Talent. “Louisiana-based Talent” means an individual or musical group that:
 - (i.) maintains a primary residence in Louisiana or is domiciled or principally operated in Louisiana; and
 - (ii.) demonstrates a substantial and ongoing connection to Louisiana’s music community, as evidenced by factors such as regular in-state performances, recording activity, business operations, or cultural engagement.

The Office of Tourism may require documentation to verify eligibility, including but not limited to the Talent’s W-9, other government-issued identification, tax records, business filings, performance history, or other evidence of Louisiana-based activity. Final determination of eligibility shall be made by the Office of Tourism based on the totality of the circumstances.

b. Payee must:

1. Be a registered vendor in LaGov (register [here](#)) Contact the Vendor Help Desk at Vendr_inq@la.gov or 225-342-8010 with questions about this process.
2. Be current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue.
3. Not be suspended or debarred by any governmental entity, including but not limited to the General Services Administration (GSA).
4. Be otherwise able to apply for and enter into a grant agreement with the State of Louisiana without violating any applicable law, rule, regulation, ordinance, policy, or these guidelines (e.g., the submission of the application and/or the execution of a grant agreement will not result in a violation of the Code of Governmental Ethics, the Applicant is not considered ineligible under any of the criteria or factors listed in these Guidelines.
5. Represent and warrant that it is, and shall remain for the duration of any Agreement awarded pursuant to this Application, in compliance with all applicable provisions of Act 467, including but not limited to compliance with the Louisiana Audit Law, La. R.S. 24:513, et seq., if applicable. The Grantee shall timely provide any reports, certifications, or documentation required by Act 467 or requested by the State to verify such compliance.

c. Festival must:

1. Be held outside of Louisiana.
2. Have been held at least annually for the previous three (3) years.
3. Take place between July 1, 2026 – June 30, 2027.
4. Have attracted a minimum of 5,000 attendees the previous year.

IV. Deliverables

To receive the full amount of the grant award, Talent shall make a minimum of three (3) posts on Facebook and/or Instagram, two (2) of which should be made prior to Performance and one (1) after.

a. Posts 1 and 2 must:

1. Mention Talent's Performance at the Festival
2. Include the hashtag #OnlyLouisiana
3. Be made within thirty (30) days preceding Performance. **Note: If Performance occurs July 1-30, 2026, posts 1 and 2 should be made on or after July 1, 2026, as the term of any Agreement entered into pursuant to this Application will not begin prior to July 1, 2026. Sample language for posts 1 and 2: "(Talent) is bringing the sounds of Louisiana to XYZ Festival in Portland, Oregon on Friday, October 30, 2026."**

b. Post 3 must:

1. Mention Talent's Performance at the Festival
2. Include the hashtag #OnlyLouisiana

3. Be made within 5 days after the Performance. **Note: For Performances occurring June 25-30, 2027, post #3 should be made on or before June 30, 2027.** *Sample language for post #3: "(Talent) had a great time in Portland at XYZ Festival. If you want to hear more, head to Louisiana!"*

- c. Dated screenshots of each of the three (3) social media posts will be required for payment of the full amount of the grant award.

V. Term

The Term of any LMAP Grant shall begin (thirty) 30 days prior to performance and shall end five (5) days after performance, except that no LMAP Grant will begin prior to July 1, 2026, or end later than June 30, 2027.

VI. Funding

- a. Talent is eligible to apply for and receive a grant of one thousand dollars (\$1,000) per Performance, per Festival.
- b. No Talent will be awarded more than two thousand dollars (\$2,000) per fiscal year (maximum of two (2) Performances at two (2) Festivals at \$1,000 each). A separate application is required for each Performance/Festival.
- c. A total of fifty thousand dollars (\$50,000) has been allocated to the FY 2027 Music Ambassador Program and will be allocated on a first-come, first served basis, based on the date applications are received.

VII. How to Apply

Application Packet – The Applicant must email one copy of each of the following to Lindsey Schmitt (LSchmitt@crt.la.gov) to be considered for LMAP funding:

- a. Completed and signed Attachment A, Applicant Information
- b. Completed and signed W9 for Talent and Payee (if different from Talent)
- c. A copy of the contract page between Talent and Festival showing date/time of Performance and the contract signature page. Performance fee may be redacted.
- d. Application should be received a minimum of sixty (60) days before Performance. (Does not apply to Performances occurring prior to September 1, 2026.)
- e. Applicant will be notified via email of application status.

Do not return Attachment B, Sample Grant Agreement. This is for reference only. Applicants will receive an official Grant Agreement if awarded funding.

VIII. Grant Agreement

- a. An award is subject to the execution of a Grant Agreement that is substantially the same as Attachment B, Sample Grant Agreement. The Grant Agreement will outline the terms and Guidelines of the LMAP. Terms include, but are not limited to, reporting/audit requirements and payment terms.

- b. All records and accounts of the Grantee that are related to the LMAP are subject to audit by the Louisiana Legislative Auditor and other auditors as described in Attachment B, Sample Grant Agreement, Item 12.
- c. Grant Agreement must be signed and returned **prior** to Performance.

IX. Grant Management

- a. The Grant Manager for the LMAP is Lindsey Schmitt, LSchmitt@crt.la.gov; 225-342-8195.

X. Payments

- a. Grantee will submit the following to the Grant Manager:
 - 1. An original, numbered, dated invoice which includes Talent name, Performance date, Festival name, Festival city, state/province, country (See Attachment B, Sample Grant Agreement, Exhibit A, Sample Invoice.)
 - 2. Dated screenshots of three (3) social media posts.
- b. Cancellation
 - 1. If Talent's Performance is cancelled by the Festival within fifteen (15) days of Performance and the Talent has made at least one (1) social media post before the Performance was cancelled, a maximum of three hundred dollars (\$300) will be paid to Grantee upon receipt of a dated notice of cancellation, a dated screenshot(s) of post(s) showing posts were made before the Performance was cancelled, and an invoice for \$300.00.
- c. Payment will be made within 4-6 weeks of receipt of invoice and supporting documentation.

Louisiana Music Ambassador Program FY 2027 (July 1, 2026 – June 30, 2027)

ATTACHMENT A: APPLICANT INFORMATION

Complete all fields. Email Attachment A, Talent W9, Payee W9, and Talent’s contract with Festival to Lindsey Schmitt, LSchmitt@crt.la.gov.

Section I: Talent Information

- a. Talent Name _____
- b. Talent Website _____
- c. Talent Facebook Handle _____
- d. Talent Instagram Handle _____
- e. Music Genre _____
- f. Attach Talent’s signed W-9 and/or other proof of the Talent’s status as “Louisiana-based”
- g. Attach Talent’s contract with Festival showing day/time of performance (performance fee may be redacted.)

Section II: Festival Information

- a. Festival Name _____
- b. Festival Date(s) _____
- c. Festival Website _____
- d. Festival Contact Name _____
- e. Festival Contact Phone _____
- f. Festival Contact Email Address _____
- g. Date(s) Talent is contracted to perform _____
- h. Time(s) Talent is contracted to perform _____
- i. Festival Location (city, state/province, country) _____
- j. Festival is ____ years old (must have been held at least annually for the previous three years)
- k. Number of attendees at Festival last year (must be a minimum of 5,000) _____

- l. Is this the first time Talent will perform at this event? Yes No
 - a. If no, how many times has Talent performed at this event? _____

Section III: Payee Information (The Payee is authorized to apply for this grant, sign Grant Agreement, and receive payments on behalf of the Talent under the Grant Agreement. The Payee may be the same as Talent.)

- a. Payee Name (name on W9): _____
- b. Is Payee a non-profit organization? Yes No
- c. Payee's signatory's name and title _____
- d. Tax ID number _____
- e. LaGov Vendor Number _____
(register [here](#)) Contact the Vendor Help Desk at Vendr_inq@la.gov or 225-342-8010 with questions about this process.
- f. Email _____
- g. Phone _____
- h. Address (should match the address on the Payee's W9 submitted with Application), including City, State, Zip Code

- i. Attach Payee's signed W9

Section IV: Point of contact for questions regarding this Application

- a. Name _____
- b. Title _____
- c. Email _____
- d. Phone _____
- e. Address _____
- f. City, State, Zip _____

I have read and understand all Guidelines for the **Louisiana Music Ambassador Program** and have the power and authority to submit this Application on behalf of the Talent and to enter into any contracts or agreements on behalf of the Talent. If awarded funding, I agree on behalf of the Applicant to comply with all Guidelines and terms listed in the Application and in the Grant Agreement, including compliance

with Act 467 of the 2025 Regular Session (La. R.S. 39:89.1-89.4)(Attachment B., Sample Grant Agreement, Item 30) and granting the State a license to use the Talent’s name, likeness, image, logo, trademarks, trade names, recordings, and any copyrighted and copyrightable materials and that of its members and contractors and employees, in whole or in part, for the purposes of promoting Louisiana tourism on www.ExploreLouisiana.com or other websites controlled by the State. I understand that failure to comply will result in disqualification or forfeiture of grant funds.

Applicant (Payee) Name _____ Title _____

Applicant’s (Payee’s) Signature _____ Date _____

Attachment B: Sample Grant Agreement

Grantee:
Grant Amount:
PO #:

**STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF TOURISM
GRANT AGREEMENT
LOUISIANA MUSIC AMBASSADOR PROGRAM
FY 2027 (JULY 1, 2026 – JUNE 30, 2027)**

BE IT KNOWN, the State of Louisiana, Department of Culture, Recreation and Tourism, Office of Tourism (hereafter sometimes referred to as “State” or “LOT”) and (legal name of Grant recipient), (address, phone) (hereafter sometimes referred to as “Grantee” or “Talent”) do hereby enter into this agreement (“Agreement”) under the following terms and conditions.

1. Background/Purpose

The Louisiana Office of Tourism (LOT) is the state agency statutorily vested with the responsibility to promote and assist the expansion of tourism and the tourism industry in Louisiana. Through the Louisiana Music Ambassador Program (“LMAP”), the LOT provides grants to encourage Louisiana-based musicians (“Talent”) to promote Louisiana as a destination for music before, during, and after their performances (“Performance”) at large, established national and international festivals held outside of Louisiana (“Festival”).

2. Scope of Services

- A. The Grantee agrees to make a minimum of three (3) posts on the Talent’s official Facebook and/or Instagram accounts: two (2) posts prior to Performance at the Festival and one (1) post after the Performance at the Festival.
- B. Posts 1 and 2 must:
 - i. Mention Talent’s Performance at the Festival
 - ii. Include the hashtag #OnlyLouisiana.
 - iii. Be made within thirty (30) days preceding the Talent’s Performance at the Festival. **Note: If Performance occurs July 1-30, 2026, posts 1 and 2 should be made on or after July 1, 2026. Sample language for posts 1 and 2: “(Talent) is bringing the sounds of Louisiana to XYZ Festival in Portland, Oregon on Friday, October 30, 2026.”**
- C. Post #3 must:
 - i. Mention Talent’s Performance at the Festival
 - ii. Include the hashtag #OnlyLouisiana
 - iii. Be made within five (5) days after Performance. **Note: For Performances occurring June 25-30, 2027, post #3 should be made on or before June 30, 2027. Sample language for post: “(Talent) had a great time in Portland at XYZ Festival. If you want to hear more, head to Louisiana!”**
- D. Dated screenshots of each of the three (3) social media posts will be required for full payment of the grant award.
 - i. The Grantee agrees to grant the State a license to use the Talent’s name, likeness, image, logo, trademarks, trade names, recordings, and any copyrighted and copyrighable materials

and that of its members and contractors and employees, in whole or in part, for the purposes of promoting Louisiana tourism on www.ExploreLouisiana.com or other websites controlled by the State.

ii. The Grantee agrees to carry out all responsibilities under this Agreement and any performance contract with the Festival independently, professionally, and in accordance with standards of professional conduct. The Talent understands their role as a Louisiana Music Ambassador is to portray Louisiana in a positive light and that the State reserves the right to deny payment should the Grantee's words and/or actions bring discredit upon the State of Louisiana.

iii. It is the sole responsibility of the Grantee to verify that the services described herein are permissible under its contract with the producer and promoter of the Festival at which the Talent will appear.

3. Payment Terms

- A. The State agrees to pay the Grantee up to a maximum of **One Thousand Dollars** (\$1,000.00).
- i. The LMAP Grant Manager or her supervisor, successor, or designee shall review all deliverables and verify compliance with all terms and conditions of this Agreement and the LMAP Guidelines prior to authorizing the release of any payment.
 - ii. To receive the full amount of the grant award of \$1,000.00, the Grantee shall submit to the LOT an original, dated, numbered invoice(s) (see Exhibit A, Sample Invoice) and dated screenshots of three (3) Facebook and/or Instagram posts.
- B. Cancellation: If the Grantee's **Performance** is cancelled by the **Festival** for any reason within fifteen (15) days of Performance and the Grantee has made at least one (1) social media post before the **Performance** was cancelled, a maximum of Three Hundred Dollars (\$300.00) will be paid to the Grantee upon receipt of a dated notice of cancellation, a dated screenshot(s) of post(s) showing posts were made before the **Performance** was cancelled, and an invoice for \$300.00. (*See Item 17, Force Majeure.*)
- C. Payment will be made within 4-6 weeks of receipt of invoice and supporting documentation.

4. Grant Manager

The Grant Manager for this Agreement is Lindsey Schmitt, or her supervisor, designee, or successor.

5. Taxes

The Grantee agrees that the responsibility for payment of all taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Grantee's obligation.

6. Term of Grant Agreement

This Agreement shall begin on _____ (30 days prior to scheduled performance) and shall terminate on _____ (5 days after performance.) (Note: No Agreement shall begin prior to July 1, 2026, or end after June 30, 2027.)

7. Entire Agreement/Order of Precedence Clause

This Agreement, together with the LMAP Guidelines and addenda issued thereto by the LOT, and the application submitted by the Grantee, constitute the entire Agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the Guidelines) shall take precedence, followed by the provisions of the Guidelines, and then by the terms of the Grantee's application.

8. Accountability

The Grantee shall establish accountability measures and financial controls to ensure any and all activities funded through this Agreement are documented, timely, and accurately reported and are consistent with the terms and conditions of the Agreement and all applicable laws, rules, and ordinances. The Grantee agrees to be responsible to the LOT for any funds that are misused and/or result in findings of fraud, waste, or abuse.

9. Termination for Cause

Should the State determine that the Grantee has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Grantee written notice specifying the Grantee's failure. If the State determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Grantee to make the corrections, or the State may notify the Grantee of the Agreement's termination date. If the Grantee seeks to terminate the Agreement, the Grantee shall file a complaint with the State.

10. Termination for Convenience

The State may terminate this Agreement at any time without penalty by giving thirty (30) days' written notice to the Grantee. The Grantee shall be entitled to payment for deliverables in progress, to the extent the State determines that the Grantee's performance to date complies with all terms and conditions herein.

11. Fiscal Funding Clause

The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. The Grantee acknowledges that the funding for this Agreement is subject to legislative or administrative action, such as mid-year budget reductions, which could result in a mid-year reduction of funds available to fund this Agreement, which may require amendment or termination of this Agreement.

12. Right to Audit and Record Retention

Any authorized agency of the state government (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the federal government has the right to inspect and review all books and records pertaining to services rendered and/or activities carried out under this Agreement for

a period of five (5) years from the date of final payment under the Agreement and any subcontract. The Grantee and its subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Grantee and subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole or of specific program activities.

13. Indemnity and Insurance

The Grantee shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any intentional, reckless, or negligent act or omission, operation or work of the Grantee, its agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Grantee hereunder.

14. Assignment of Interest

- A. The Grantee may assign its interest in the proceeds of this Agreement to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Grantee shall provide notice of the assignment to the State. The State will continue to pay the Grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.
- B. Except as stated in the preceding paragraph, the Grantee shall transfer any interest in the Agreement by assignment, novation, or otherwise, only with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights nor the Grantee's responsibilities and obligations.

15. Discrimination Clause

The Grantee agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. The Grantee agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Grantee, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

16. Penalties

If the LOT determines that the Grantee fails or has failed to comply with the terms and/or conditions set forth herein, the Grantee shall become ineligible to receive any remaining payments under the Agreement and may be disqualified or disbarred from participation in future LOT-administered grant programs. The Grantee shall submit to the LOT a full accounting of the grant funds expended. The LOT will issue a written determination specifying the amount of grant funds, if any, that must be returned to the LOT by the Grantee. Subsequent failure of the Grantee to meet the State's requirements for the timely and appropriate resolution of non-compliance findings may also result in legal action, including but not limited to, reporting all monies not returned to the State by the Grantee to the appropriate state agencies, e.g., the Attorney General, the Legislative Auditor, and state and local law enforcement agencies. If the Grantee defaults on the Agreement, breaches the terms of the Agreement, or ceases to do business, it shall be required to repay funds to the LOT, in accordance with the terms set by the LOT.

17. Force Majeure

Except as expressly provided in Section 3 (B), neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Agreement if caused by an act of God, war, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), riot or civil commotion, pandemic (or any government restrictions connected thereto) or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, but due diligence shall be used in mitigating any losses.

18. Public Purpose

The public purpose of this Agreement is to support the promotion of tourism in Louisiana by providing funding to the Grantee to promote Louisiana as a destination for music to Festival audiences outside of Louisiana.

19. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Louisiana, including but not limited to La. R. S. 39:1551-1755; rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and the specifications listed in this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to the Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, state of Louisiana.

20. Ownership

All records, reports, documents, and other material delivered or transmitted to the Grantee by the State shall remain the property of the State and shall be returned by the Grantee to the State, at the Grantee's expense, at termination or expiration of this Agreement. Copies of all material related to this Agreement and/or obtained or prepared by the Grantee in connection with the fulfillment of the terms of this Agreement shall become the property of the State and shall be delivered by the Grantee to the State upon the State's request and at the Grantee's expense, at termination or expiration of this Agreement. All documentation must be readily available for review by the State at its discretion.

21. E-Verify

The Grantee acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Agreement.

22. Grantee's Cooperation

The Grantee has the duty to fully cooperate with the LOT and provide any and all requested information, documentation, etc. to the LOT when requested. This applies even if the Agreement is terminated and/or a lawsuit is filed. Specifically, the Grantee shall not limit or impede the LOT's right to audit nor shall the Grantee withhold LOT-owned documents.

23. Amendments

Except as otherwise provided herein, any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the LMAP Grant Manager.

24. Ethics

The Grantee must be knowledgeable of and abide by all applicable provisions of federal, state, and local law, including the Louisiana Code of Governmental Ethics La. R.S. 42:1101 et seq. The Grantee agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

25. Continuing Obligation

The Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future agreements.

26. Eligibility Status

The Grantee shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.

27. Remedies

Any claim or controversy arising out of this Agreement shall be resolved in accordance with the procedure provided in La. R.S. 39:1673.

28. Other Remedies

If the Grantee fails to perform in accordance with the terms and conditions of this Agreement, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Grantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Grantee and proceeding against any surety of the Grantee.

29. Confidentiality

- A. The Grantee shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Grantee in carrying out this Agreement. The Grantee shall use protecting measures that are the same or more effective than those used by the State. The Grantee is not required to protect information or data that is publicly available outside the scope of this Agreement, already rightfully in the Grantee's possession, independently developed by the Grantee outside the scope of this Agreement, or rightfully obtained from third parties.
- B. Except as specifically authorized herein, the Grantee agrees not to discuss and/or release information to the media concerning this project without prior written express approval of the State.

30. Compliance with Act 467 of the 2025 Regular Session (La. R.S. 39:89.1-89.4)

The Grantee acknowledges and agrees that it is subject to the requirements of Act 467 of the 2025 Regular Session of the Louisiana Legislature, codified at La. R.S. 39:89.1 through 89.4, as may be amended, and any rules or regulations promulgated by the Division of Administration to implement such provisions (collectively, "Act 467").

The Grantee represents and warrants that it is, and shall remain for the duration of this Agreement, in compliance with all applicable provisions of Act 467, including but not limited to compliance with the Louisiana Audit Law, La. R.S. 24:513, et seq., if applicable. The Grantee shall timely provide any reports, certifications, or documentation required by Act 467 or requested by the State to verify such compliance.

The Grantee further agrees that no funds received pursuant to this Agreement shall be used, directly or indirectly, for:

- (a) lobbying or political purposes;
- (b) making or facilitating campaign contributions; or
- (c) making payments to public officials in violation of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101, et seq.

Failure by the Grantee to comply with any provision of Act 467 or this Section shall constitute a material breach of this Agreement. In addition to any other remedies available under this Agreement or applicable law, the State may immediately suspend or terminate this Agreement and withhold or recover funds.

The Grantee acknowledges that, pursuant to Act 467, a violation may result in the Grantee being deemed ineligible to receive disbursements of state funds for a period of three (3) years from the date of determination of noncompliance, or until such time as the Grantee demonstrates compliance, whichever occurs first.

SAMPLE

The parties agree and consent to the use of electronic signature solely for the purposes of executing the Agreement and any related document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

THUS DONE AND SIGNED AT _____ (city), Louisiana, on
_____ (date).

Name of Grantee

[Type Name of Authorized Official]
[Type Authorized Officer's Title]
[Type Contact Information]

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____ (date).

Department of Culture, Recreation, and Tourism

Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____ (date)

Department of Culture, Recreation, and Tourism

Nancy Watkins, Undersecretary

