Letter of Agreement for Fiscal Sponsors – Statewide Community Regrants

THIS LETTER OF AGREEMENT, between _____ *(the "Artist")* and _____ *(the "Organization")* is entered into for the purpose of setting forth the terms of the relationship between the Artist and Organization in connection with a SCR Grant *(the "Grant"),* received by the *"Organization"* from Auburn Public Theater Community Statewide Community Regrants (SCR) / New York State Council on the Arts (NYSCA). The Grant is to be administered in connection with *(Project Title):* _____ *(the "Project").*

This Letter of Agreement shall continue in force and is binding until such time as all grant monies are distributed to the Artist for the Project as evidenced by the Organization's submission to Auburn Public Theater (APT) of a Final Report.

The parties agree to the following specific terms and conditions in connection with the performance of the Contract and the use of the Grant:

THE ORGANIZATION AGREES TO:

1. Pay the artist in the following manner: (please initial one below)

    a) _   _ One lump sum after receipt of funds from APT **– OR –**
    b) _   _ A check for half the entire grant after receipt of funds from APT and the remainder either at the half way point of the project or at the conclusion of the project **– OR –** _   _ Other as described in "Schedule A" attached

If the grant is not paid to artist in one lump sum make sure to attach a "Schedule A" that outlines the payment schedule.

2. List the agreed upon services that the organization will provide. Some of these services **MIGHT** include (initial all that apply):

    ➢_   _Provide advisory and fiscal services to the Artist
    ➢_   _Use of the Organization's bulk mailing permit
    ➢_   _Use of the Organization's tax exempt status in the purchase of supplies and materials
    ➢_   _Provide reasonable cash advances against pending Grant monies as cash flow permits
    ➢_   _Use of the Organization's office space and equipment
    ➢_   _Other: _   _

3. Refrain from making and imposing artistic decisions on the Project, it being understood that artistic control and proprietary rights remain exclusively with the Artist.

4. The Organization will charge _   _ % of the Grant for services rendered to the Project, if any.

5. Use all grant monies exclusively on the contracted project.

6. Prominently credit NYSCA/SCR funding (alongside the APT logo) on all publicity, advertisements and acknowledgements as stated in the contract between APT and the Sponsoring Organization.

7. Provide the artist with a copy of the Funding Agreement (the contract that the organization will sign between themselves and APT) and inform the artist of the contract period (dates).

THE ARTIST AGREES TO:

1. Use all grant monies exclusively on the contracted project.

2. Submit to the Sponsoring Organization and or APT, as required, a narrative and budgetary report of the project detailing use of the grant monies and progress made on the project during the period of the contract.

3. Maintain accurate records of all purchases and disbursements and, upon request, make them available to the Sponsoring Organization and/or APT for review.

4. Credit the Sponsoring Organization on all publicity, advertisements and acknowledgements related to the project in the form agreed to between the parties.

5. Prominently credit NYSCA/APT funding (alongside the APT logos) on all publicity, advertisements and acknowledgements as stated in the contract between PT and the Sponsoring Organization.

6. Request authorization from APT and the Sponsoring Organization for all substantive changes in the project as originally contracted during the course of the contract in a timely manner.

FINAL REPORTING (check one) The _   _Organization **–OR-** _   _Artist assumes responsibility for filing the Final Report, including a budget of expenditures and income and narrative progress report. If filed by the artist, the Fiscal Sponsor will initial the report forms.

Signature, Name and Title, Sponsoring Organization   Date

_____

Signature and Name, Artist or Group Representative   Date