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THE ARTS

CENTER *of*

*the* CAPITAL

REGION

**2018 Letter of Agreement between Fiscal Sponsor and Artist/Arts Organization**

This letter of agreements between the Fiscal Sponsor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ outlines the responsibilities of the sponsor and applicant in connection with the use of grant funds in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ received by sponsor from The Arts Center of the Capital Region’s grant program which administers re-grants for the New York State Council on the Arts Decentralization Program to be used for the completion of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Project Title).

1. **The Sponsor agrees to:** 
   1. Provide advisory and fiscal services to the Applicant as needed for the project which may include the following:
      * Use of the Sponsor’s tax exempt status in the purchase of supplies and materials
      * Cash advances against pending grant monies to cover project expenses as described in the grant application budget
      * Use of the Sponsor’s office space and equipment, if applicable
   2. Receive, record and disburse the grant monies to the Applicant in accordance with the expenses outlined in the grant application budget
   3. Refrain from making or imposing artistic decisions on the project
2. **The Applicant agrees to:** 
   1. Use all the grant monies exclusively on the project as described in the grant application budget
   2. Maintain accurate records of all purchases and disbursements and, upon request, make them available to the Sponsor or The Arts Center of the Capital Region
   3. Credit the Sponsor on all publicity, advertisement and acknowledgements related to the project in the form agreed to between the two parties
   4. Promptly credit The Arts Center of the Capital Region on all publicity, advertisements, and acknowledgements related to the project as indicated in the Cultural Services Agreement
   5. Inform The Arts Center and the Sponsor of any changes in the project as originally described in the grant application immediately upon making decisions that will affect the project
3. **The Sponsor and Applicant also agree to fulfill the needs, outlined below, as unique to this project:**

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| a. |  |
| b. |  |

1. In the event of a failure by either party to comply with the terms of this Letter of Agreement, The Arts Center of the Capital Region shall have the right to demand the return of grant funds from the Sponsor/Applicant. Failure to comply may jeopardize future funding.
2. This Letter of Agreement shall continue in force and is binding until the project has been completed as described in the grant application and a Final Report has been submitted to The Arts Center of the Capital Region.

**ACCEPTED AND AGREED**

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| --- | --- |
|  |  |
| **APPLICANT** | **SPONSOR** |

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| --- | --- | --- | --- |
| DATE |  | DATE |  |