**Example of a Letter of Agreement between Applicant and Fiscal Agent**

**<<On your organization letterhead>>**

This Letter of Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the fiscal agent”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the applicant”) is entered into for the purpose of setting forth the terms of the relationship between the conduit and the applicant in connection with the Arts Alive Project Grants program administered by ArtsWestchester.

This Letter of Agreement shall continue in force and be binding until such time as all grant monies are disbursed to the artist for the project as described in the Arts Alive Project Grant guidelines and the Decentralization Funding Agreement (“the project”).

The parties hereby agree to the following specific terms and conditions:

1. The fiscal agent agrees to:
2. receive, record and disburse the grant monies to the applicant, it being expressly understood that the grant monies are and shall remain the property of the applicant;
3. refrain from making or imposing artistic decisions on the project or any substantive changes in the project, it being understood that artistic control and proprietary rights remain exclusively with the applicant;
4. supply proof of not-for-profit status, indicated by one of the following:
	1. 501(c)(3) letter of tax exempt status, Section 501(c)(3) of the Internal Revenue Service
	2. Certificate of Incorporation under Section 402 of the New York State Not-for-Profit Law
	3. Charter from New York Board of Regents under 216 of the Education Law
	4. Current New York State Bureau of Charities filing receipt
5. Complete the Fiscal Agent Information section of the Application (page 3).
6. Sign and date the Decentralization Funding Agreement upon receipt.
7. The applicant agrees to:
8. credit the fiscal agent on all publicity, advertisements, and acknowledgements related to the project in the form of mutually agreed to by the parties;
9. inform the fiscal agent in a timely manner of all substantive changes in the project, as originally described in the Decentralization Funding Agreement; and
10. assume all responsibilities and liabilities related to the successful and timely completion of the project, including the completion of required forms.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Fiscal Agent Officer Signature Name (please print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Applicant Signature Name (please print) Date

**Example of a Letter of Agreement between Applicant and Community Partner (If Applicable)**

**<<On your organization letter head>>**

This Letter of Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the proposed partner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the applicant”) is entered into for the purpose of setting forth the understanding between the proposed partner and the applicant in connection with the Arts Alive Grants program administered by ArtsWestchester. The proposed partner acknowledges that the project contemplated by the applicant will be of benefit to it and enhance its reputation; the proposed partner further acknowledges that the applicant is relying upon the proposed partner making its location available.

The proposed partner accordingly agrees to permit the applicant to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at its location on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Agreement is expressly conditioned upon the award of grant monies to the applicant by Arts Alive Grants.

The applicant shall notify the aforementioned site promptly upon receipt of notification of the disposition of the grant application from Arts Alive Grants. If the grant application has not been approved or if the award notification is not received by the applicant from Arts Alive Grants on or before January 31, 2018 then this Agreement shall be cancelled without liability to either party and the parties shall have no further obligation to one another.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Proposed Partner Officer Signature Name (please print) Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Applicant Signature Name (please print) Date