

Letter of Agreement

This agreement is made this _____ day of _____ between
_____ (“Fiscal Agent”) and _____ (“Artist”).

1. Fiscal Agent is an established 501C3 non-profit organization located in and serves the Metropolitan Nashville and Davidson County area.
2. Fiscal Agent shall receive and is responsible for the grant funds on behalf of grant recipient (Artist).
3. Fiscal Agent and Artist have reviewed and discussed the grant proposal and associated project (“Project”). Both parties understand the proposal, the project deliverables, project timeline and fiscal obligations. The project proposal/application shall be incorporated by reference as Appendix A.
4. Fiscal Agent agrees to distribute funds directly to the Artist in accordance with the project proposal (Appendix A) and on disbursement schedule (Appendix B) upon mutual agreement between Artist and Fiscal Agent; and is responsible for required tax forms with grant recipient.
5. On behalf of the Artist, the Fiscal Agent will establish and operate for the use of the Project, a designated account (“account”) segregated on the fiscal Agents books.
6. All amounts deposited into a Project’s Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below:
 - A. Administrative fee agreed upon by Fiscal Agent and Artist: _____
 - B. Disbursements shall be mutually agreed upon by both parties and should support implementation and completion of the Project only.
 - C. The Artists designates _____ (name or title) to act as authorizing official. The authorizing official shall act as principal coordinator of the Project’s daily business with the Fiscal Agent, and shall have authority to sign disbursement requests.
 - D. The Fiscal Agent designates _____ (name or title) as the authorized official to serve as the primary contact with both Metro Arts and the Authorizing Official of the Artist.
 - E. The Fiscal Agent will disburse funds from the Account in the manner described in Appendix B (Disbursement Schedule) or other mutually agreed upon schedule. Any material changes or alternations to Appendix A must be in writing and agreed upon by Fiscal Agent and Artist.

7. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements of the grant award, nor shall the Artist carry on activities or use funds in any way that jeopardizes the Fiscal Agent's status.
 - A. Material Change is defined as: a complete change of project or program as outlined in appendix A (Project Proposal) notwithstanding an act of force majeure.
8. Fiscal Agent and Artist agree to maintain its own records of the grant expenditures and disbursements; keep receipts for at least three years following receipt of the grant; make financial records related to the grant available upon request.
9. The Artist will provide all information and prepare all reports, including interim and final reports, required by the grant contract, with the Fiscal Agent's final approval and signature. Fiscal Agent will assist and support Artist in preparation of reports, if needed. Artist will provide reports to Fiscal Agent _____ days prior to reporting deadlines. The Fiscal Agent is ultimately responsible for any reporting requirement to the Metro Arts Commission.
 - A. Failure of either party to comply with reporting requirements shall result in ineligibility for future funding from Metro Arts until such time the deficiency is cured.
10. This Agreement will terminate if any of the following events occur:
 - A. The Fiscal Agent requests the Artist to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days;
 - B. The Fiscal Agent or Artist fails to perform or observe any other covenant of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
 - Metro Arts (insert email address) must be copied on any communication related to potential failure of duties of either party
 - Metro Arts will assistance the parties in remediating disagreement or failure prior to termination of this agreement
 - Artist and Fiscal Agent is encouraged to openly communicate concerns regarding performance of this agreement. Either party may request Metro Arts' review of performance, apart from material failures.
 - C. Upon completion of Project by Artist and submission of all reporting requirements.

Accepted for the Fiscal Agent:

Signature:

Name:

Date:

For the Sponsored Organization:

Signature:

Name:

Date:

DRAFT