Letter of Commitment for Fiscal Sponsors—Creative Communities Grant

THIS LETTER OF COMMITMENT, 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 Creative Communities Grant (the “Grant”), received by the “Artist” from the Huntington arts council (HAC) / New York State Council on the Arts (NYSCA). The Grant is to be administered in connection with (Project Title) ____________________________ (the “Project”).

This Letter of Commitment shall continue in force and is binding until such time as all grant activities for the Project are finished, as evidenced by the Artist’s Final Report submission to the Huntington Arts Council.

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 below)
   - One lump sum after receipt of funds from Huntington Arts Council
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 tax exempt status in the purchase of supplies and materials
   - Use of the Organization’s office space and equipment
   - Use of the Organization’s bulk mailing permit
   - 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. (Generally accepted administrative fees for these grants are between 10-15% of the grant awarded. The Fiscal Sponsor is ultimately responsible for charging a fee or not).
5. Use all grant monies exclusively on the contracted project.
6. Prominently credit NYSCA/HAC funding (alongside the NYSCA/HAC logo) on all publicity, advertisements and acknowledgments as stated in the contract between HAC and the Applicant.
7. Provide the artist with a copy of the Contract that the Sponsoring Organization will sign between themselves and the Huntington Arts Council and inform the artist of 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 Huntington Arts Council, 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 Huntington Arts Council for review.
4. Credit the Sponsoring Organization on all publicity, advertisements and acknowledgments related to the project in the form agreed to between the parties.
5. Prominently credit New York State Council on the Arts/Huntington Arts Council funding (alongside the NYSCA/HAC logo) on all publicity, advertisements and acknowledgments as stated in the contract between HAC and the Applicant.
6. Request authorization from Huntington Arts Council 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, Name and Title, Artist or Group Representative    Date