

**SAMPLE LETTER OF AGREEMENT-
For Artists and Sponsoring Organization**

This letter serves as a sample and may be modified to fit the needs of the Artist and Organization.

This Letter of Agreement, dated _____ between _____ (the "Artist") and _____ (the "Organization") is entered into for the purpose of setting forth the terms of the relationship between the Artist and the Organization in connection with the use of a Grant in the amount of _____ dollars (\$ _____) received by the Organization from the Chenango County Council of the Arts pursuant to a Cultural Services Contract dated _____.

This Letter of Agreement shall continue in force and be binding upon the parties hereto until such a time as all Grant monies are disbursed to the Artist and the Project is completed as evidenced by the Organization's submission to the Art's Council a complete Final Report on the Project.

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

A. The Organization agrees to:

1. Receive, record and disburse the Grant monies to the Artist in accordance with Schedule A attached hereto and made a part hereof (or disburse the total Grant to the Artist) upon receipt of the Grant monies from the Arts Council and generally administer all Grant monies;
2. refrain from making and imposing artistic decisions on the Project, it being understood that artistic control and proprietary rights shall remain exclusively with the Artist;
3. assume responsibilities for submitting to the Arts Council a Final Report on the Project confirming that the Grant has been spent on the contracted Project (*Final Report shall include financial documentation of all expenditures relating to the Project*);
4. assume responsibility for auditing another funded Organization.

B. The Artist agrees to:

1. Understand that this Project is contingent upon receipt of Grant monies;
2. use all Grant monies exclusively on the contracted Project;
3. submit to the Organization by _____ (date) an annual program and fiscal report on the Project;
4. submit a Final Report to the Organization no later than thirty (30) days after completion of the Project, confirming completion of and detailing expenditures on the Project;
5. maintain accurate records of all purchases and disbursements and submit copies of disbursement receipts to the Organization for submission to the Arts Council by the Organization with Final Report;
6. credit the Organization on all publicity, advertisements and acknowledgments related to the project in the form agreed to between the parties;
7. prominently credit the Chenango County Council of the Arts funding as indicated in the Cultural Services Contract.

C. In the event that the Arts Council audit reveals a failure by either party to comply with the Cultural Services Contract or this Letter of Agreement, the Arts Council shall have the right to demand and receive from the Organization return of the Grant.

Accepted and Agreed:

Date: _____

Organization: _____

Artist: _____

By: _____, Title: _____