Letter of Agreement for Fiscal Sponsors

THIS LETTER OF AGREEMENT, between \_     \_ *(the “Sponsored Individual/ Unincorporated Group”)* and \_     \_ *(the “Fiscal Sponsor”)* is entered into for the purpose of setting forth the terms of the relationship between the Sponsored Individual/ Unincorporated Group and Fiscal Sponsor in connection with funding administered by Arts Mid-Hudson (AMH). The funding is to be administered in connection with *(Initiative Title):* \_     \_ *(the “Initiative”).*

This Letter of Agreement shall continue in force and is binding until such time as all monies are distributed to the Sponsored Individual/ Unincorporated group for the initiative as evidenced by the submission to AMH of the Final Report.

The parties agree to the following specific terms and conditions in connection with the use of the funding:

**THE FISCAL SPONSOR AGREES TO:**

1. **Pay the Sponsored Individual/ Unincorporated Group in the following manner** (please initial one below):
2. \_  \_ One lump sum after receipt of funds from AMH **– OR –**
3. \_  \_ A check for half the entire funding amount after receipt of funds from AMH and the remainder either at the halfway point of the initiative or at the conclusion of the initiative **– OR –**
4. \_  \_ Other as described in “Schedule A” attached
5. **List the agreed upon services that the Fiscal Sponsor will provide. Some of these services might include** (initial all that apply):
* \_  \_Provide advisory and fiscal services to the Sponsored Individual/ Unincorporated Group
* \_  \_Use of the Fiscal Sponsor’s bulk mailing permit
* \_  \_Use of the Fiscal Sponsor’s tax exempt status in the purchase of supplies and materials
* \_  \_Provide reasonable cash advances against pending monies as cash flow permits
* \_  \_Use of the Fiscal Sponsor’s space and/or equipment
* \_  \_Other: \_     \_
1. Refrain from making and imposing artistic decisions on the Initiative, it being understood that artistic control and proprietary rights remain exclusively with the Sponsored Individual/ Unincorporated Group
2. The Fiscal Sponsor will charge \_  \_ % of the funding for services rendered to the initiative.
3. Use all monies exclusively on the contracted initiative.
4. Prominently display AMH funding language alongside the AMH logo on all publicity, advertisements, and acknowledgements as stated in the contract between AMH and the Fiscal Sponsor.
5. Provide the sponsored Individual/ Unincorporated Group with a copy of the Funding Agreement (the contract that the organization will sign between themselves and the Arts Mid-Hudson) and inform the sponsored group of the contract period (dates).

**THE SPONSORED UNINCORPORATED GROUP AGREES TO:**

1. Use all monies exclusively on the contracted initiative.
2. Submit to the Fiscal Sponsor and/or AMH, as required, a narrative, and budgetary report of the initiative detailing use of the monies and progress made on the initiative during the period of the contract.
3. Maintain accurate records of all purchases and disbursements and, upon request, make them available to the Fiscal Sponsor and/or AMH for review.
4. Credit the Fiscal Sponsor on all publicity, advertisements, and acknowledgements related to the initiative in the form agreed to between the parties.
5. Prominently display the AMH logo on all publicity, advertisements, and additional funding language stated in the contract between AMH and the Fiscal Sponsor.
6. Request authorization from AMH and the Fiscal Sponsor for all substantive changes in the initiative as originally contracted during the course of the contract in a timely manner.

**FINAL REPORTING** (check one) The \_  \_Fiscal Sponsor**–OR-** \_  \_Sponsored Unincorporated Group assumes responsibility for filing the Final Report, including a budget of expenditures and income and narrative progress report. If filed by the Sponsored Unincorporated Group, the Fiscal Sponsor will initial the report forms.

Signature, Name and Title, Sponsoring Organization Date

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Signature and Name and Title, Unincorporated Group Representative Date

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