



2009-2010 SPONSORSHIP AGREEMENT

between

and

This 2009-2010 Sponsorship Agreement (the "Agreement") is entered into between _____ and _____ for purposes of fulfilling the activities specified in the 2009-2010 Cultural Services Agreement between the City of Austin (the "City") and _____.

I. Parties, Term

The parties to this Agreement are _____, herein referred to as "Sponsor" and _____, herein referred to as the "Sponsored Project". The term of this agreement shall begin on or about October 1, 2009 and shall terminate on September 30, 2010.

II. Program Description

Sponsored Project agrees, during the term of this Agreement, to perform a project as outlined in the Work Statement Attachment A, Section IV., B. of Sponsor's Cultural Services Agreement.

III. Program Budget

Sponsor shall maintain administrative and fiscal responsibility over the project. Sponsor's liability to Sponsored Project for the performance of the project shall not exceed the City of Austin funding of \$_____.

IV. Distribution of Funds

Sponsored Project shall submit pay requests to Sponsor for approval, in accordance with established procedures (and in accordance with any specific requirements of Sponsor as to date to be submitted, attachments, etc.). Funds shall be disbursed by Sponsor as follows:

_____.

V. Fees

Sponsor shall charge a fee of ____% (equal to \$_____) of the total City of Austin and State Resources funds from Section III above for the purpose of assisting with administrative and technical assistance. This fee will be collected by Sponsor as follows:

_____.

VI. Responsibilities/Limitations

Sponsor shall:

1. Ensure compliance with all reporting requirements and financial commitments required of the Sponsored Project in the performance of the project;

2. Provide general assistance to and remain accessible to the Sponsored Project for purposes of performing the services detailed in the Work Statement A of the Cultural Services Agreement. The primary responsibility for producing or presenting the named services shall remain with the Sponsored Project;
3. Review requests by Sponsored Project for changes to originally submitted program and secure the City's written approval; and,
4. Contractor shall furnish the City with a Final Report and an Audience Report due within thirty (30) days of the completion of each program/project specifically funded by the City. Each final report shall be made on the appropriate form as provided by the City and completed in accordance with established procedures. Failure to comply with reporting requirements shall be grounds for suspension of funds and/or rejection when considering future applications for City of Austin cultural arts funding.

Failure to comply with established reporting requirements shall be grounds for:

- 1. suspension of funds;**
- 2. discretionary review by a City of Austin auditor;**
- 3. termination of current contract; and,**
- 4. rejection of future applications for sponsorship.**

Sponsored Project shall:

1. Comply with the applicable provisions of the "2009-2010 Contracting Requirements for the Cultural Arts Division Funding Programs", updated September, 2009;
2. Comply with the applicable provisions of the City's Cultural Services Agreement under which Sponsored Project is sponsored. Sponsored Project's performance of this Agreement shall be subject to and shall comply with all applicable provisions of Sponsor's agreement with the City;
3. Acknowledge the City, Texas Commission on the Arts and National Endowment for the Arts support in all printed materials and advertisements pertinent to City-funded programs/project;
4. Provide free admission, upon request, for designated Economic Growth & Redevelopment Services Office employees and Austin Arts Commission members, to attend programs/projects funded in whole or part by the City;
5. Provide information and documentation to Sponsor such as necessary to comply with City contract, payment and reporting requirements;
6. Provide required match for City funds, as outlined in the Cultural Arts Division Contracting Requirements; and,
7. Provide written notice to Sponsor and City of any proposed changes to the program and/or budget. Reallocation of funds among the various line activities and categories are allowable up to twenty percent (20%) of the funded amount. Reallocations which exceed twenty percent (20%) may require submission of a revised program budget. Any changes must be approved by the City prior to implementation.

VII. General

This agreement does not obligate the City to make any payment to Sponsored Project.

Sponsor Representative

Title

Date

Sponsored Project Representative

Title

Date