#### **North Carolina Arts Council Artist Support Grant**

#### **Sample Grant Contract**

[insert LAC logo]



North Carolina Arts Council

Artist Support Grant 2022-2023

**ARTIST CONTRACT**

This contract entered into this [Day] of [Month and Year], by and between [Lead Arts

Council] and the following Grantee (referred to collectively as “Artist”).

**Name:** [Grantee Full Name]

**Amount:** [Grant Award Amount]

**Project Title:** [Grantee’s Project]

**Stipulations:** [Stipulations as decided by panel and/or board]

**Contract Documents:** The contract package includes the following:

1. Grant Award Letter
2. Contract with General Terms and Conditions
3. Grantee Instructions
4. W-9 Tax Form
5. Final Report Form

These documents constitute the entire agreement between the Artist and supersede all prior oral or written statements or agreements.

Therefore, by signing the Agreement the Grantee agrees to and will comply with the terms and conditions set forth below and in the enclosures to this contract.

Whereas, the Artist has requested financial assistance for a project, and furnished a budget for said project; and WHEREAS, the Artist shall by December 31, 2023 to complete the project described in the Artist’s application.

NOW THEREFORE, in consideration of the North Carolina Arts Council Artist Support Grant application, [local arts council] shall award to the artist in the amount of **[Grant Amount]** on the following conditions:

1. The Artist shall use the grant money exclusively for the funded project, as described in the application form.
2. The Artist shall return all funds that remain un-obligated and unspent in the funding period ending on **June 30, 2023**.
3. [Local Arts Council] shall not be responsible or liable for any deficit arising from the project.
4. In the event the Artist fails to complete the funded project, the Artist shall return the full amount of the grant to [Local Arts Council].
5. If the funded project constitutes an exhibition or performance that does not occur, the Artist shall return the full amount of the Grant to [Local Arts Council].
6. The Artist is **NOT** an agent, employee or representative of [Local Arts Council] and is not to undertake the funded project as a joint venture with [Local Arts Council]. Therefore, the Artist shall not state or intentionally imply any agency, employee representative of joint relationships with [Local Arts Council] in any context, contractual or otherwise. The relationship between [Local Arts Council] and the Artist in connection with this grant is one of financial support only and is limited to the terms of the agreement.
7. Furthermore, the Artists agrees to indemnify and hold harmless [Local Arts Council] from any and all claims or third parties heretofore or hereafter arising, known and unknown, which relate in any way whatsoever to this contract, including but not limited to copyright infringement and any other conduct, passive or active.
8. The Artist permits his/her name and information about his/her background and project to be included in publicity about the Artist Support Grant.
9. The Artist shall submit to [Local Arts Council] a full and accurate accounting of the funds, summarizing all expenditures in an Artist Support Grant Final Report to be sent with the Artist’s grant check. The Artist agrees to submit this report within 30 days following completion of the project to [Local Arts Council]. Documentation supporting the report, i.e. receipts, photographs, etc. should be submitted at this time also.
10. The Artist will be responsible for the safekeeping and identification of financial records that corroborate the project’s financial statement. Records (sales receipts, invoices, travel claims, pay vouchers, etc.) must be kept by the Artist for a period of three (3) years after the completion of the project.
11. The Artist further agrees to include the following credit in all promotion, publicity and printed programs:

*This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.*
12. The Artist will attach to the final report copies of publicity information (including press releases and images and other printed materials produced in connection with the funded project).
13. The Artist shall not change this Agreement or any part thereof without the written consent of [Local Arts Council].
14. This contract constitutes the agreement between the [Local Arts Council] and the Artist.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Administrator] Artist’s Signature

Artist Support Grant Administrator

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Artist’s Name (please type or print)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**North Carolina Arts Council Artist Support Grant**

**Awardee Instructions**

Please read the following information carefully and use it as a checklist in fulfilling your obligations for the Artist Support Grant. If you have questions about any of this material, contact [contact person, telephone number and email address].

**1. Sign and return grant contract**Please review your grant notice. If your grant was not funded at the level you requested, you may need to revise your project budget. Before you begin, note any stipulations contained in the grant notice. If you cannot implement your project at the reduced grant amount, please notify (Lead Arts Council Name) immediately.

Please sign the Grant Contract and return one (1) copy along with the W-9 form to (Lead Arts Council Name) at (address here). Please return these forms by (deadline date) for processing.

**2. Review Requirements for Final Report**

All grantees are required to submit a final report to (Lead Arts Council Name) within 30 days following completion of the project to [Local Arts Council]. Review the final report and familiarize yourself with documentation required, i.e. receipts, photographs, etc.

**3. Use the North Carolina Arts Council credit line and logo**

The North Carolina Arts Council logo and credit line must be prominently displayed on-site, and in all publicity and printed materials for grantee projects.

Example:



This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.

**Reproducing the Arts Council Logo**

Grantees may download a print quality logo from the N.C. Arts Council’s website at
<http://ncarts.org/resources/grants/logo-use>. The logo must be reproduced as a unit without alteration. The logo may be no smaller than 1″ wide. The circle with the word “ARTS” must be a least the size of a nickel, although the size of a quarter is preferable. [Please see the Visual Guide](https://files.nc.gov/ncarts/NCAC50_VisualGuide.pdf).