



Threadhead Cultural Foundation

GRANT RECIPIENT AGREEMENT

IMPORTANT: THIS IS A LEGALLY BINDING AGREEMENT. PLEASE REVIEW CAREFULLY BEFORE SIGNING.

This Grant Recipient Agreement ("Agreement") is entered into as of _____, 2021, between _____ ("Recipient") and Threadhead Cultural Foundation 501(c)(3) ("Foundation"). This Agreement is entered into because the Recipient has been awarded a Grant from the Foundation in response to an Application to Receive a Grant from the Foundation ("Application"). Specifically, the Foundation has agreed to provide Recipient with \$ _____ ("Funds") to produce _____ ("Project/Event").

As a condition to receiving the Funds from the Foundation, Recipient agrees to the following:

1. The Funds are provided solely for the purpose of completing the Project/Event as set forth in the budget submitted as a part of the Application. The Foundation must approve in writing any material changes to the budget.
2. Based upon the Funds, together with the Recipient's other resources, as identified on the Application, Recipient represents that it reasonably expects the Project/Event will be completed by December 31, 2022.
3. **Before the Foundation will disburse Funds to the Recipient, the Recipient must submit invoices, receipts or other documentation to confirm amounts used to produce the Project/Event. The Foundation may pay for submitted expenses directly, or may reimburse the Recipient, depending upon the needs of the Project/Event.**

INITIAL _____

4. **In addition, before the Foundation will disburse Funds to the Recipient for an Event, the Recipient must submit copies of all required permits, proof of insurance naming the Foundation as an additional insured, and a signed indemnification agreement holding the Foundation harmless.** **INITIAL _____**
5. Notwithstanding the commitment to complete the Project/Event within the defined timeframe, if there are any changes, including any unforeseen problems, delays, or adverse conditions that will materially affect the ability of the Recipient to complete the Project/Event within the specified time or within the specified budget, the Foundation shall be immediately notified in writing. Any portion of the Funds not requested to be disbursed as set forth herein by December 31, 2022 may no longer be available to the Recipient, at the discretion of the Foundation.
6. If the Recipient does not complete the Project/Event by December 31, 2022, the Recipient will be in breach of this Agreement. If the Project/Event is not completed by December 31, 2022, all Funds disbursed to the Recipient for the Project/Event are subject to recovery by the Foundation by all legal means.

7. At the conclusion of the Project/Event completed with the Funds, or no later than December 31, 2022, Recipient will submit a copy of the Project/Event to the Foundation. The Foundation shall have access to all financial records related to the Project/Event for the purpose of conducting any audit or review of the use of the Funds. Upon completion of the Project/Event, no later than January 31, 2023, the Recipient must submit a final report with the required supplemental materials documenting that the project was completed within the terms and conditions of the Agreement. Final reports should include: a narrative report, a completed budget showing all actual revenues and expenses associated with the Project/Event, including the grant funds, copies of materials crediting Threadhead Cultural Foundation as a sponsor or contributor, and copies of print or other media coverage, such as news articles, calendar listings and reviews.
8. The Foundation is not responsible in any way for the actual completion of the Project/Event and retains no intellectual property or other rights in the Project/Event. Further, the Foundation is not liable for any unpaid invoices, expenses, or obligations that Recipient incurs with respect to the Project/Event but is unable to meet with the Funds and/or other resources.
9. Any publicity, marketing, or other advertising concerning the Project/Event shall make mention of the Foundation as a source of funding for the Project/Event and a copy of any such mention shall be provided to the Foundation. Where practical, the Foundation shall be given reasonable notice prior to any public performance of work produced as a part of the Project/Event. The Recipient acknowledges that receipt of Funds may have tax consequences. The Foundation does not provide any tax advice but will notify the IRS and any other appropriate tax authorities that the Recipient received the Funds and will provide the Recipient with an IRS Form 1099 that reflects the receipt of the Funds.
10. To the extent that the Recipient distributes for income or otherwise receives income from the Project/Event, Recipient is encouraged, but is not required, to donate a portion of that income to a charitable organization that works to further the cultural economy of New Orleans and Louisiana and also support the needs of musicians in the area.
11. The Foundation retains the right to publish the Project/Event on our website and in our Annual Report. We may also publicize the Project/Event and the Recipient(s) in our newsletters, advertising and other publications. Images submitted with the application and or the completed project may be used for promotional purposes.
12. A Grant from the Foundation does not imply or determine that the Foundation endorses the views of the Recipient or participants involved in the Project/Event. The Recipient(s) are required to comply with all applicable domestic and international laws, and its activity should not bring the Foundation into disrepute and/or legal jeopardy.

RECIPIENT SIGNATURE:

PRINT NAME: _____

TITLE: (If an organization, must be a director): _____

DATE: _____

For Threadhead Cultural Foundation: _____

DATE: