



**FY24 SPONSORSHIP AGREEMENT  
For the Nexus Grant  
Between**

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**And**

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This 2024 Sponsorship Agreement (the "Agreement") is entered into between

\_\_\_\_\_ (Fiscal Sponsor) and

\_\_\_\_\_ (Sponsored Project) for purposes of fulfilling the activities specified in the 2024 Cultural Services Agreement between the City of Austin (the "City") and

\_\_\_\_\_ (Fiscal Sponsor).

**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 June 1, 2024 and shall terminate on October 31, 2024.

**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.

**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:

*Fiscal Sponsor must describe how and when funds will be distributed to sponsored projects in the text box below.*

**V. Fees**

Sponsor shall charge a fee of \_\_\_\_\_% (may not exceed 10% of awarded funds) of the Elevate Award only funds from Section III above for the purpose of assisting with administrative and technical assistance. This fee will be collected by Sponsor as follows:

*Fiscal Sponsor must describe how and when sponsorship fees will be deducted from sponsored project's award disbursement in the text box below.*

## 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 Grant 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. Fiscal Sponsor shall furnish the City with a Final Report and an Expense Documentation Form 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 City's Grant 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;
2. **Acknowledge City support in all electronic and printed materials** and advertisements pertinent to City-funded programs/project;
3. **List all public events and activities on VisitAustin.Com**, including but not limited to all programs, exhibitions, performances, workshops, screenings, book signings, etc., as shown on the Grant Agreement.
4. **Provide free admission, upon request, for designated Economic Development Department/Cultural Arts Division 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 Grant Agreement, payment and reporting requirements.

## VII. General

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

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Fiscal Sponsor Representative

Title

Date

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Sponsored Project Representative

Title

Date