

## TERMS AND CONDITIONS OF AWARD

By signing and submitting this application to the City of San Leandro Arts & Culture Grants Program (hereinafter "Program"), Applicant agrees to the following Terms and Conditions. If Applicant is awarded funds from the Program Applicant shall automatically become a Grantee. If Grantee fails to comply with the Terms and Conditions, Grantee will return grant funds in part or in full back to the City, and could be disqualified from future funding.

1. This grant shall be used only for programs, services, or activities occurring within San Leandro.
2. The grant shall be used in accordance with on-going programs, services and activities as described by Grantee's Program application.
3. In all acknowledgements, solicitations, and any advertisements or marketing, Grantee shall acknowledge the City of San Leandro as the Grantor.
4. All grant funds will be used within the grant period (December 1, 2018 to June 30, 2019). Grantee shall immediately notify the City of San Leandro if any portion of the grant funds will not be expended within this period, and will promptly return any unexpended funds to the City unless otherwise approved in writing by the City.
5. Grantee will complete and return by July 31, 2019 all parts of the Final Report Form.
6. Grantee is not required to obtain funds from another source to match the City's grant award.
7. For observation, monitoring, and reporting Grantee agrees to provide to designated City representative(s) reasonable access to Grantee's programs or activities funded or being supported, in whole or in part, by Program grant funds.
8. Grantee shall maintain accounts, records, and all other documentation regarding costs, expenses, and revenues pertaining to Grantee's programs and operations for a period of at least three years after the end of the grant period. The system of accounting employed by Grantee shall be in accordance with generally accepted accounting principles and shall be applied in a consistent manner so that the program, service and activity expenditures can be clearly identified. Grantee's financial management system shall provide for effective control over, and accountability for, all funds, property and other assets. Grantee shall adequately safeguard all assets and shall assure that they are used solely for authorized purposes. City representatives may inspect and audit Grantee's financial accounts and records, or may designate a qualified person to do so on behalf of the City, at any time during regular business hours and with such frequency as the City deems necessary.
9. Grantee grants permission to City, including the City of San Leandro Arts Commission, to use information contained in Grantee's application for documentary and promotional purposes.
10. For the purposes of this Grant Application and any award, including all Terms and Conditions, where the grant application was made under the sponsorship of a Fiscal Agent, the term "Grantee" applies to both the Fiscal Agent organization AND to the persons and activities sponsored or supported by the Fiscal Agent organization.
11. Grantee agrees to observe and comply with all applicable laws, rules, ordinances, codes and regulations in the execution of activities related to the Program and for which grant funds are provided, including all federal, state, and municipal laws and regulations including but not limited to Constitutional provisions related to protected classes, the Civil Rights Act of 1964, the Fair Labor Standards Act, as defined by the Secretary of Labor in part 505 of title 29 of the Code of Federal Regulation, California prevailing wage laws, all applicable trademark and copyright laws, all State and Federal laws related to artistic works, and the Americans with Disabilities Act. Grantee shall indemnify, defend,

- and hold City harmless from any and all liabilities, costs (including attorneys' fees and costs), fines, penalties, and damages from any of Grantee's activities under the Program and from Grantee's failure to comply with such laws, ordinances, codes and regulations.
12. If a court of competent jurisdiction holds any provision of this application, including these Terms and Conditions, to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose would be defeated by the loss of the illegal, unenforceable, or invalid provision.
  13. It is the responsibility of the Grantee to notify the City in writing of any change in mailing or email address. Contact email addresses in this application will be added to the City's e-newsletter contact lists and other program distribution lists.

By submitting this Grant Application, Applicant warrants and represents that he / she executed this Application in his / her authorized capacity and that by his / her signature on this Application, the entity upon behalf of which he / she acted, executed it. By submitting this Application, the Applicant warrants and represents that all Terms and Conditions are accepted, that the information contained in this Application and in all attachments is true and correct.

Name (print here): [Click here to enter text.](#)

Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

Please scan the signed form. Please save as a PDF and submit this application along with the required attachments.