



City of Lynchburg Arts & Cultural District Program Disbursement Agreement

General Administration

The Recipient shall perform and carry out, in a satisfactory and proper manner, the project as described in the Recipient's Application. The Recipient will maintain program and financial records which document eligibility, provisions of services, and the expenses related to the project. Any changes to project parameters as outlined in the Recipient's Application must be reported to the Office of Economic Development and Tourism prior to the execution of the project.

Recognition of City Support

Lynchburg City Council believes the establishment of an arts and cultural district will improve the economic conditions of this geographic area located in the central portion of the City which could, in turn, benefit the welfare of the citizens of Lynchburg." The Recipient shall ensure recognition of the role of the City of Lynchburg, hereinafter "City," in supporting the Recipient's project. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications supported, in whole or part, with funds made available under the Arts & Cultural District Program. Acceptable references include but are not limited to: "City of Lynchburg," "Arts & Cultural District Program," "Lynchburg Office of Economic Development and Tourism" or any combination thereof. Logos of the City of Lynchburg will be provided to grant recipients for use in promotional materials. Failure to recognize grant funding may result in denial of future grant requests.

Reporting Requirements

The Office of Economic Development and Tourism has to report on the effectiveness of the Arts and Cultural District Program to all stakeholders. To that end, all project grant recipients shall furnish a final summary report of all project activities, expenditures, attendance and/or any and all information pertinent to the validation of information, assurances or assumptions made within the Recipient's application. This report shall be furnished to the Office of Economic

Development and Tourism no later than 45 days from the final day of the event. For ongoing events, interim reports may be required as determined by the City. All projects should be completed within 12 months of the award notification date.

Failure to provide the final report, or failure to meet guidelines stated in the application, may result in partners being in default and affect future funding decisions.

Record Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to its project and Application for a period of two (2) years. The retention period begins on the date the Application is submitted. If there is litigation, claims, audits, negotiations or other actions that involve any of the records, and the action(s) commenced before the expiration of the two-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the two-year period, whichever occurs later.

Amusement Tax

Every business or organization in the City of Lynchburg that charges admission to an activity or event shall impose a 7% tax on the total amount charged for admission. The fees for admission taxes imposed by the city code and collected by qualified arts organizations in the Arts & Cultural District are redistributed through the Arts & Cultural District Program to promote and market the district and to improve aesthetic or infrastructure. In order to be eligible for project funds, the Recipient should contact the Commissioner of the Revenue's office to determine if they are required to pay the City's amusement tax and to obtain the necessary remittal forms which are due on or before the 20th of the following month. Learn more at <http://www.lynchburgva.gov/amusement-tax>.

Access to Records

The Recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions of the Arts & Cultural District Program. The Recipient shall preserve and make available the records until expiration of the two (2) years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, or by any other clause of this Agreement.

Hold Harmless

The Recipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's project.

The Recipient shall indemnify, hold harmless, and provide a defense for the City, its agents, officials and employees, from and against any and all claims, liabilities, judgments, costs, damages and expenses of any nature whatsoever, including the cost of defending such claims,

which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, officials or employees, on account of any personal injury, death or damage to property, arising out of the Recipient's project or arising from the conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation.

The Recipient shall also indemnify, hold harmless, and assume the defense of the City, its agents, officials and employees against all liability and loss in connection with the Recipient's project, including all costs and expenses and shall assume full responsibility for payment of all employment insurance, social security, and income tax laws, with respect to the Recipient's employees engaged in the performance of its project.

Printed Name of Recipient (or Agent)

Title of Recipient (or Agent)

Signature of Recipient (or Agent)

Date