

## EXECUTION AGREEMENT - COMMUNITY/BURSARY GRANT

### WRIGHT FAMILY PERFORMING ARTS & ENTERTAINMENT CENTRE FOUNDATION

THIS AGREEMENT made on \_\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called the “Applicant”) and WRIGHT FAMILY PERFORMING ARTS & ENTERTAINMENT CENTRE FOUNDATION (hereinafter called the “Foundation”) WHEREAS the Applicant has applied to the Foundation for a Community Grant (hereinafter called “the Grant”);

AND WHEREAS the objects for which the Foundation is incorporated permits the Board of Directors to provide grants to registered charities for the advancement of the arts in the community;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Applicant and the Foundation hereby covenant, promise and agree as follows:

#### 1. DEFINITIONS

The words and phrases defined in this paragraph shall, for all purposes of this Agreement and shall, for all purposes of this agreement supplemental hereto, have the meaning herein specified, unless the context expressly or by necessary implication otherwise requires:

- “Agreement” shall mean this Execution Agreement.
- “Applicant” shall mean the individual, group, corporation, etc. who have applied to receive funds under the Community Grant Program and who have entered into this agreement.
- “Required Receipts” shall mean the documentation describing what works were completed by the Applicant and the associated costs.

#### 2. PAYMENT

- 1) The Foundation shall commit monies for a cash payment to the Applicant for the completion of the works specified in Schedule “A” of the Agreement, for no more than \$\_\_\_\_\_
- 2) The total value of the grant monies provided shall not exceed the value of the work completed. More specifically, the Final Amount payable by the Foundation shall be determined by the Required Receipts and shall not exceed the amount specified in Subsection 2(1).

- 3) The Applicant acknowledges and agrees that the cash payment referred to in Subsection 2(1) is for the purpose of advancing the arts in the community, as described in Schedule “A” of this Agreement.
- 4) Furthermore the Applicant acknowledges and agrees that the cash payment referred to in Subsection 2(1) shall only be provided subject to the conditions as established in Section 3 of this Agreement.

### 3. CONDITIONS

- 1) The Applicant will be responsible for ensuring that they can be contacted by the Foundation for the purpose of delivering the grant payment. If applicants cannot be reached over a protracted period (greater than three months), the Foundation will have the option, without notice at its own discretion, of terminating the grant payment, thereby eliminating all grant obligations to the Applicant.
- 2) Prior to the issuance of the grant monies by the Foundation, the Applicant agrees to provide all Required Documents to the Foundation for review and the Foundation may, at its discretion, refuse payment of the grant or a portion thereof if the Foundation is not satisfied that the Required Receipts adequately account or describe what works and associated costs were undertaken.
  - i. In certain situations in which the applicant would not be able to complete the project for which the application for a grant was approved, at the discretion of the Foundation the funds may be awarded to the grantee prior to the actual project timing as it is necessary.
  - ii. The applicant shall forward to the Foundation a completion report including Financial Reports (detailing the use of grant funds, including paid receipts and invoices), Narrative Reports (that outline project progress, outcomes, and any challenges encountered), and Documentation of Artistic Outputs (such as records of performances, exhibitions, or educational activities) as listed in the approved grant application within 30 days of the event..
- 3) Prior to the issuance of the grant monies by the Foundation, the Applicant agrees to permit the Foundation or their designate to inspect the works undertaken, as applicable. The Foundation may, at its discretion, refuse payment of the grant or a portion thereof if, in the opinion of the Foundation or their designate, the works undertaken were not in accordance with the objectives in Schedule “A” of this Agreement.
- 4) The Applicant may be required at the discretion of the Foundation to post a sign advertising the Community Grant Program for a determined period in connection with the event or project. Said sign shall be provided by the Foundation, and be posted in a prominent and visible location, as appropriate and in consultation with the Applicant.

