

Representations and Agreement:

The undersigned represents and agrees on behalf of the organization, _____
("Subgrantee") that:

- Any grant awarded pursuant to this proposal shall be subjected to the grantee establishing and maintaining such records and accounting practices and the making of such written reports of the use of such grant funds as may be directed by the Roanoke Arts Commission and the making of all such records and accounts available at all reasonable times for inspection and examination by the City's Municipal Auditor.
- Funds awarded pursuant to this proposal will be used only for the purposes and activities set forth in the organization's approved proposal, plan, and budget, or in any amendments thereto duly filed with and approved by the Roanoke Arts Commission.
- Funds awarded to the applicant will be used to supplement state programs and activities and these funds will not be the major source of funding.
- The Subgrantee hereby assures that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 and 1991 and all requirements imposed by or pursuant to regulations of the Department of Justice issued pursuant to that title.
- The Subgrantee hereby agrees that any program or activities funded pursuant to this proposal are subject to review and evaluation by the Roanoke Arts Commission.
- The Subgrantee agrees to indemnify and hold harmless, the City of Roanoke, its officers, agents, a consultants, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees and costs of defense, resulting from any claim, whether or not reduced to a judgment, and for any liability of any nature whatsoever, that may arise out of or result from subgrantees intentional or negligent actions, including without limitation, fines, and penalties, violation of federal, state or local laws or regulations promulgated thereunder, personal injury, wrongful death or property damage claims.
- In all contracts of \$25,000 or more, the Subgrantee shall carry a minimum of \$1,000,000 commercial general liability coverage during the life of this contract. A certificate evidencing this coverage must be furnished to the City and must list the City of Roanoke, their officers, agents employees and volunteers as additional insured and, list the City of Roanoke as the certificate holder.

I, the undersigned, _____ President, _____ Vice-President, _____ Treasurer, _____ Chairperson or other officer fully authorized to act for this organization, acknowledge that (a) I have been duly authorized to submit this proposal and (b) the proposal has been examined by me and is, to the best of my knowledge and belief, a true and correct statement according to the laws of the Commonwealth of Virginia.

Date: _____

Signature: _____ Title: _____
Printed Name: _____
Address: _____
Telephone Number: _____

Acknowledged before me this _____ day of _____, 20 _____. My
Commission expires: _____, 20_____.

Notary Public