Grant Requirements

If funded through the New York City Dance Rehearsal Space Subsidy Program (the “Program”), I am aware of, understand, am able to, and agree to comply with the following terms.

The Program is to subsidize dance rehearsal rental hours (the “Grant Purpose”) at your facility/facilities (the “Grantee Organization”) over a thirty-six (36) month period, beginning on January 1, 2019 through December 31, 2021 (the “Grant Period”).

Program funds will be made in three installments, provided the Grantee Organization is in good standing, as described below. The first installment will be made the week of January 2, 2019, to be used for the dance rehearsal space subsidies between January 1, 2019 and February 29, 2020. The second installment will be made the week of March 1, 2020, to be used for dance rehearsal space subsidies between March 1, 2020 and February 28, 2021, and only upon satisfactory completion of an interim report (review report schedule). The third installment will be made the week of March 1, 2021, to be used for dance rehearsal space subsidies between March 1, 2021 and December 31, 2021, and only upon satisfactory completion of an interim report (review report schedule).

At any time during the Grant Period, if the contact at the Grantee Organization changes or there is a change in circumstances that could impact the Grantee Organization’s ability to continue its operations, or its ability to rent dance rehearsal space, you agree that the Grantee Organization will immediately notify Dance/NYC.

During the Grant Period, the Grantee Organization shall include the following funder credit in all places where funders are credited, including but not limited to the Grantee Organization’s website, online and print publications, announcements, and promotional materials: Dance/NYC’s New York City Dance Rehearsal Space Subsidy Program, made possible by The Andrew W. Mellon Foundation.

The Program funds may be expended only for the Grant Purpose and in no event shall Program funds be used, without the advance written approval of Dance/NYC, to offset other financial obligations (such as payments on lines of credit or securing or servicing debt), or to meet cash flow or general operating expenses that are unrelated to the Grant Purpose. Any funds not expended or committed by the Grantee Organization for the Grant Purpose, or within the Grant Period, must be returned to Dance/NYC.

Program funds are to be managed and invested in a prudent manner that is consistent with the Grant Purpose and within the Grant Period, with the understanding that the interest earned will also be applied to the Grant Purpose; moreover, under no circumstances should Program funds be invested in risky and/or illiquid investment products or strategies.
Dance/NYC used a set of key parameters to determine your eligibility for the Grant Program. You, the Grantee Organization agree that throughout the Grant Period, your facility/facilities will continue to meet these key parameters, which include:

1. Quality of rehearsal space and service to dance makers, especially as indicated by these six components;
   a. Condition of spaces;
   b. Staff and support;
   c. Space features;
   d. User amenities;
   e. Accessibility (must comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA)); and
   f. Location;

2. Ability to provide a minimum of 1,000 hours of subsidized rehearsal space annually (3,000, in total), in addition to hours that may already be subsidized by the New York State Council on the Arts or another source.

In the application of its resources to serve the public interest, Dance/NYC gives high priority to the realization of equality of opportunity for all members of society. Accordingly, it is Dance/NYC’s expectation that in carrying out the Program the Grantee Organization must take appropriate affirmative action steps with respect to underrepresented groups, including the disability community, women, and African, Latina/o/x, Asian, Arab, and Native American (ALAANA) communities. You, on behalf of the Grantee Organization, agree to maintain and enforce policies committed to safety, dignity, ethical conduct, and freedom from discrimination.

Dance/NYC and its funders may include information on the Program on their websites and in periodic public research reports. By submitting this application, you agree that Dance/NYC may use content included in this application for research on the landscape of dance rehearsal space needs. Any research publication referring to this content will not identify applicants by name.

Dance/NYC and its funders may also refer to the Program in a press release. If you wish to make your own press announcement, please consult with Dance/NYC.

The Grantee Organization also agrees to forward to Dance/NYC a copy of any publication (e.g., playbills, programs, and promotional materials), related to the Program during the Grant Period, to be used by Dance/NYC for archival and/or research purposes. Dance/NYC and its assigns shall have the right to make and disseminate additional copies, including on their websites.
**Reporting**

You, on behalf of the Grantee Organization, agree to:

1. Collect demographic data from all dance makers that register to rent rehearsal space at the subsidized rate supported by the Program. Demographic data survey questions will be included as part of the dance maker’s registration form (forms will be provided by Dance/NYC in electronic form, and if necessary, in print form). Dance/NYC will provide instructions on how to deliver collected data.

2. Complete interim reports (2) and a final report (the “Reports”) using narrative and budget reporting forms provided by Dance/NYC (the reporting forms will be provided in electronic form).

<table>
<thead>
<tr>
<th>Report Type</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Interim Report I</td>
<td>1/31/2020</td>
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<tr>
<td>Interim Report II</td>
<td>1/31/2021</td>
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<tr>
<td>Final Report</td>
<td>12/31/2021</td>
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The Reports may be used by Dance/NYC for research purposes, and the data within the Reports may be published. Any research publication related to the Reports will present aggregate findings only. The Grantee Organization’s individual data will only be identified with its prior written permission.

In addition, you, on behalf of the Grantee Organization, agree to make good faith efforts to participate in one (1) full-day convening about the Program and its impact, tentatively scheduled for March 2021. Participation will also include some meetings prior to the day of the actual convening.

Dance/NYC may monitor and conduct a review of operations under the Program, which may include a visit from Dance/NYC personnel to observe your facility and/or programs, discuss the organization and finances of the Grantee Organization with your personnel, and review financial and other records and materials connected with the activities financed by the Program. Dance/NYC is authorized to conduct audits, including on-site audits, at any time during Grant Period, and within four years after completion of the Grant Period.

Dance/NYC reserves the right to modify or discontinue funding or terminate the Program at the Grantee Organization at any time if the Grantee Organization fails to comply with the terms of this agreement or applicable laws and regulations, or if Dance/NYC is not satisfied with your organization’s performance or the progress of the grant. In addition, if the Grantee Organization expends or commits any part of the
Program funds for purposes or activities other than the Grant Purpose, The Grantee Organization must repay Dance/NYC an amount equal to the amount of Program funds so expended.