



2016 Outside Mural and Street Art Grant

Deadline: Thursday, March 17, 2016

Note: This program is offered subject to funding availability

Please submit application to: Michael Saunders
 Economic Development & Culture
 Business Growth Services – BIA Office
 77 Elizabeth Street, Second Floor
 Toronto, ON, M5G 1P4
 Tel: 416-392-1005 Fax: 416-392-1380
msaunder@toronto.ca

This program provides up to \$5,000 to business and community organizations for outside mural or outside art projects in commercial or employment areas. The goal of the program is to encourage these organizations to leverage other funding, develop local commitment and involvements, and to promote and improve their communities.

Applicant Business Information

Name of organization:	
Type of Organization: <input type="checkbox"/> Business Improvement Area (BIA) <input type="checkbox"/> Business Association <input type="checkbox"/> Community Association <input type="checkbox"/> Other	
Contact Name (First, Last):	Position/ Title
Mailing Address:	Telephone Number:
	Fax Number:
	Email:

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Description of Outside Mural or Street Art Project

Please attach the following information and materials to your application:

- A. Location and Theme: Describe the theme of the proposed outside mural or outside art. Attach a photo of the proposed location. Provide the site's street address. Provide a letter from the property owner giving permission for the outside mural or outside art and confirming the length of time (years) that the outside mural or outside art may remain on the building.
- B. Community Benefits: Provide a description of the potential benefits of the project, including the extent to which the outside mural or outside art project would contribute to community and business pride, promote a unique community theme, leverage partnerships, and attract pedestrians and customers to the commercial area. Identify the anticipated benefits in terms of economic development, community development, and youth involvement.
- C. Partnerships: Describe partnerships opportunities to be developed through the project.
- D. Selection of Artists: Identify the process that will be used to select the outside mural or outside art artist(s).
- E. Participation: Describe how local businesses, residents and other community representatives will be informed and involved in the project.
- F. Maintenance: Provide a plan/schedule for the maintenance of the outside mural or outside art over a 10 year period.
- G. Budget: Provide a budget for the outside mural or outside art project, identifying anticipated expenditures, revenues and funding partners.
- H. Organization: Describe your organization, including its mandate, membership and geographic boundaries. Attach relevant information on the organization, including copies of 2013 and 2014 annual budgets (Business Improvement Areas (BIAs) are exempt from this budget submission requirement).

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Appendix 1

Terms and Conditions of Funding:

By signing and submitting the outside mural or street art program application, the applicant acknowledges and agrees to the following terms and conditions:

1.0 Use and Purpose of Funding

- 1.1 This funding must be used only for the purposes of the outside mural or street art project as described on the application form.
- 1.2 Designs and artwork are subject to final endorsement by the City.
- 1.3 This program does not cover promotional outside mural or street art for events.
- 1.4 The recipient ("Recipient") must notify their Economic Partnership Advisor, Business Growth Services - BIA Office, Economic Development and Culture Division of any proposed material changes to the outside mural or street art project from what is contained in the application. The funds can be used for such changes only with the prior written consent of the Director of Business Growth Services.
- 1.5 The Recipient must not transfer or assign the funding or any part of it to another individual or corporation, without the prior written consent of the Director.
- 1.6 The outside mural or street art shall not promote violence, hatred or contempt against any identifiable group distinguished on the basis of colour, race, ancestry, religion, ethnic origin, sexual orientation or disability.
- 1.7 The outside mural or street art shall not contain nudity, political themes, religious themes or commercial advertising.

2.0 Anti-Racism, Access and Equity Guidelines

The Recipient must complete and file a Declaration of a Non-Discrimination Policy that indicates that the funding recipient has adopted and upholds a policy of access and non-discrimination based on the City's Human Rights Policy. The Recipient will work actively to integrate anti-racism, access and equity, throughout their operations, in accordance with the City's approved Anti-Racism, Access and Equity Policy as it relates to all funding recipients.

3.0 Payments – Outside Mural or Street Art Projects

If funding is approved, the Recipient will be advised in writing as to the amount. For outside mural or street art projects, and subject to section 13.0, the funding will be disbursed by cheque in two installments. Fifty per cent (50%) of the funding will be disbursed upon receipt of the following by the Director of Business Growth Services:

- (a) a copy of a signed agreement or letter of understanding between the Recipient and the outside mural or street art artist selected for the project; and
- (b) an illustration and detailed description of the finalized artwork for the outside mural or street art.

The balance of the outside mural or street art funding will be issued upon completion of the outside mural or street art project to the satisfaction of the Director.

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4.0 Acknowledgement of Funding

The Recipient will acknowledge the support of the City of Toronto on any materials, reports, events, publicity or signage which are paid for in whole or in part with the funding. This shall include the incorporating of the City of Toronto logo on the outside mural or street art or on a separate plaque installed beside or below the outside mural or street art.

5.0 Accounting

- 5.1 The Recipient must keep and maintain all records, invoices and other documents relating to the funding in a manner consistent with generally accepted accounting principles and clerical practices, and must maintain such records for a period of three (3) years from the date of receipt of the funding.
- 5.2 The Recipient authorizes the City and its agents at all reasonable times to inspect and copy any and all records, invoices and documents in the custody or control of the Recipient which relate to the funding. The right of inspection includes the right to perform a full or partial audit of the aforementioned records, as considered appropriate by the City.

6.0 Project Completion Time

- 6.1 The outside mural or street art project must be completed no later than Thursday October 27, 2016 unless the Director of Business Growth Services has provided prior written approval of an extension.
- 6.2 In the event that any portion of the outside mural or street art project is incomplete, as determined by the City, on the Final Completion Date, or the extension thereof in accordance with section 6.1, the second installment of the funding shall not be paid to the Recipient and the Recipient shall upon request by the City, immediately repay the first installment, in whole or in part, plus interest as determined by the City.

7.0 Consultation

- 7.1 The City may involve individuals with appropriate expertise in the grant review process, which may include a peer/citizen review mechanism.
- 7.2 The City reserves the right to consult with other funding agencies to determine the eligibility of the applicant to receive funding.

8.0 Limitation of Liability and Indemnification

- 8.1 The City will not be liable for any damages, injury or any loss of use or profit of the Recipient arising out of, or in any way related to the funding or to the Recipient's operations.
- 8.2 The Recipient shall indemnify the City, its officers, employees and agents, against all costs, damages and expenses incurred as a result of a claim or proceeding related to the funding or to the Recipient's operations, unless such costs, damages or expenses arise from the negligence or willful act of an officer, employee or agent of the City.

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9.0 Grant Repayment

9.1 In addition to the provision for repayment set out in section 7.0, at the request of the Director of Business Growth Services, the Recipient shall repay to the City the whole or any portion of the funding, as determined by the City, if the Recipient:

- (a) ceases operating;
- (b) winds up or dissolves;
- (c) merges or amalgamates with any other party;
- (d) commences or has commenced against her, him, any proceedings in bankruptcy or is adjusted a bankrupt;
- (e) has knowingly provided false information in its grant application;
- (f) uses grant funds for purposes not approved;
- (g) breaches any of the terms or conditions of the grant; or
- (h) breaches any of the provisions of the Ontario Human Rights Code in its operations.

9.2 The Recipient must immediately notify the Director in writing of the occurrence of any of the events described in section 9.1.

9.3 The City may, in its sole discretion, require the Recipient to pay interest on any amount required to be repaid pursuant to this section, section 6.0 or section 10.0 at the prime rate of the Bank of Canada from the date for the request for repayment to the date of repayment.

10.0 Unused Funds

Any unused portion of the funding remains the property of the City. If an unused portion of the grant has already been paid by the City to the Recipient, it must be repaid by the Recipient to the City.

11.0 Further Conditions

The City shall be entitled, at any time, to impose such additional terms and conditions on the use of the funding which, in its sole discretion, it deems appropriate.

12.0 Status of Applicant

The Recipient must be in good standing with the City of Toronto, having met the terms and conditions of any previous funding provided by the City.

13.0 Letter of Understanding

The Recipient must execute and return to the Director of Business Growth Services an executed copy of a Letter of Understanding if funding is approved, and prior to receiving the first installment of the grant.

Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration: I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address:

Email _____

Tel. No. _____

Postal Code:

Fax No.

Name of Signing Officer or Name of Applicant (Name – *please print*):

Position:

Signature:
Authorised Signing Officer or Individual

Date: