



*Vallejo Community Arts Foundation*

## FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement ("Agreement") is made on \_\_\_\_\_ 2019, by and between The Vallejo Community Arts Foundation (referred to herein as "the Sponsor") and \_\_\_\_\_ the Project").

**The Sponsor:** The Sponsor is a nonprofit Corporation, exempt from federal tax under section 501©3 of the Internal Revenue Code, as amended (the "Code"). It is formed for purposes which, according to its bylaws, shall be organized exclusively for charitable and educational purposes. The Sponsor organization is formed to fulfill the expressed mission of facilitating and advocating Vallejo community participation in the arts, including the promotion of the rich history of the arts in Vallejo, the development of educational programs and support for Vallejo Arts organizations, and the celebration of our unique cultural diversity through the expressions of art.

**The Project:** The Project is an unincorporated organization also formed to fulfill the expressed mission of [organization name].

**The Agreement:** The Sponsor is willing to receive tax-deductible charitable contributions on behalf of the Project. The Project, with the administrative assistance of the Sponsor, desires to use these funds to implement the Project's purposes.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. **Receipt of Funds:** The Sponsor agrees to receive contributions and gifts, including but not limited to grant funding if awarded, to be used for the Projects, and to distribute those funds to the Project. All funds received for use by the Project shall be deposited and held in an interest-bearing account.

2. Report Charitable Donations: The Sponsor agrees that all contributions and gifts it receives for the project will be reported as contributions to the Sponsor as required by law. The Sponsor agrees to notify the Project of any change in tax-exempt status.

3. Protection of Tax-Exempt Status: The Project agrees not to use funds in any way that would jeopardize the tax-exempt status of the Sponsor. The Project agrees to immediately comply with any written request by the Sponsor that it cease activities which, in Sponsor's sole opinion, might jeopardize the Sponsor's tax status, and further agrees that the Sponsor may suspend its obligation to make funds available or terminate this agreement in the event that the Project fails to comply with any such request. Any changes in the purposes for which contributions are used must be approved in writing by the Sponsor before implementation. The Sponsor retains the right, if the Project breaches this Agreement, or if the Project jeopardizes the sponsor's legal or tax status, to immediately return funds to the Project or the donor, or to withhold the funds.

4. Use of Funds: The Sponsor also authorizes the Project to make expenditures which do not exceed total contributions for the Project, on its behalf for use in the Project. The Project agrees to use any and all funds received from the Sponsor solely for legitimate expenses of the Project and account fully to the Sponsor for the disbursement of these funds. The Sponsor will pay for the Project's direct expenses, such as salary and benefits for staff, out of contributions received on behalf of the Project.

5. Financial Accounting and Reporting: the Sponsor will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be separately recorded in the books of the Sponsor. The Sponsor will provide the Project with reports reflecting revenue and expenses to the Project on a monthly basis. The Sponsor will also provide the Project with an annual report, within three months following the end of the fiscal year of the Sponsor.

6. Sponsor Supervision, Control, and Governance: The Project will provide the Sponsor with copies of all grant applications, recommendations regarding grant awards, and other documentation reasonably required by the Sponsor to enable it to fulfill its obligations as a fiscal sponsor. Authority to manage the programmatic activities of the Project is delegated to the Project Director, subject at all times to the ultimate direction and control of the Sponsor's Board of Directors.

7. Fundraising: The Project may solicit contributions that are earmarked for the activities of the Project. The Sponsor shall be responsible for the processing and acknowledgment of all monies received for the Project, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's

financial statements. The Sponsor's Executive Director must co-sign all original letters of inquiry.

8. Grants: The Project may also solicit grants on behalf of the Sponsor that are earmarked for the activities of the Project. The Project's sources of funding for grants and the text of the Project's grant applications are subject to approval by the Sponsor. The Sponsor's Executive Director must co-sign all grant applications or proposals. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by the Sponsor. The Sponsor must be copied, via its Executive Director, at least one week in advance on all report submissions. Advance approval by the Sponsor is required for any application for government or public agency grants. As with other fundraising, the Sponsor shall be responsible for the processing and acknowledgment of all grant monies received for the Project, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements.

9. Remuneration to the Sponsor: In addition to serving as fiscal sponsor for the Project, the Sponsor will provide administrative support to the Project. The Project agrees that, in exchange for the administrative cost of financial accounting, human resources, organizational development, and other support provided by Sponsor, the Project will include in each funding or grant proposal, a 10% administrative cost item.

10. Communications and Brand Identity: The Project agrees to use the letterhead and other brand identity items provided by the Sponsor. The Project shall not create new logos, signs, or other marks, or grant others the right to use such logos, signs or other marks, without the approval of the Sponsor.

11. Term of Agreement/Renewal: This Agreement will remain in force until \_\_\_\_\_ or it is terminated with 30 days' written notice by either by Sponsor or the Project, whichever date is sooner. This Agreement shall automatically renew on \_\_\_\_\_, and annually thereafter, unless either the Project or the Sponsor gives written notice of termination to the other at least 30 days before any annual renewal date.

12. Termination: Either party may terminate this Agreement by giving 30 days' written notice to the other party. The foregoing notwithstanding, if the Sponsor reasonably determines that its continued fiscal sponsorship of the Project may jeopardize the Sponsor's tax-exempt status, the Sponsor may terminate this Agreement immediately upon notice to the Project.

13. Successor Sponsor: If the Sponsor of the Project will continue to exist but Sponsor terminates the Sponsor's fiscal sponsorship of the Project, the Project may identify another nonprofit corporation that is tax-exempt under IRS Section 501(c)(3), is not classified as a private foundation under Section 509(a), and that is willing and able to sponsor the Project (the "Successor"). If a Successor is found, the balance of assets held by the Sponsor for the Project, together with any other assets held or liabilities

incurred by the Sponsor in connection with the Project, shall be transferred to the Successor as soon as administratively practicable, subject to the approval of any third parties (including funding sources) that may be required. If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code. If no Successor is found, the Sponsor may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable laws and other obligations.

14. Employment: Unless otherwise agreed, and subject to the terms and conditions of any Employment, Agreement, all personnel to be compensated for working at the Project shall be at-will employees of the Sponsor and subject to the same personnel policies and benefits that apply to all employees of the Sponsor, subject to the law of the state in which the employee works.

15. Waiver and Acknowledgment: The Project acknowledges that the Sponsor will devote such time to management of the Project's funds and to general supervision of the Project as it sees fit and in its sole discretion. The Project hereby waives and releases the Sponsor from any and all claims, loss, damage, liability and expense, including without limitation attorney's fees and costs (collectively "Claims"), known or unknown, arising out of or in any way related to the Project, except damages arising solely from the Sponsor's gross negligence or willful misconduct.

16. Severability: Each provision of this shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

17. Indemnification: The Project shall indemnify the Sponsor against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgement, liability, settlement payment, penalty or other loss or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost witness fee, arising out of

- (i) Any inaccuracy of any representation made by the Project under this agreement;
- (ii) The Project's breach of any of its obligations under this agreement;
- (iii) The Event, including Losses for bodily injury death, or property loss, but only in proportion and to the extent those Losses arise out of the negligent or intentional acts or omission of the Project or the Project's officers, employees, and contractors. The Project shall maintain liability insurance sufficient to satisfy these obligations to the Sponsor.

18. Entire Agreement: This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with

respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties to this Agreement.

By signing below, both parties agree to execute this Agreement on the day and year first written above.

SPONSOR: \_\_\_\_\_

By: \_\_\_\_\_ Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_ President, Board of Directors

Date: \_\_\_\_\_

PROJECT: \_\_\_\_\_

By: \_\_\_\_\_ Project Director

Date: \_\_\_\_\_