

FISCAL SPONSORSHIP AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2___, by and between COMMUNITY ARTS AGENCY, a Georgia non-profit corporation with its principal office at _____ (“AGENCY”), and _____ (“ARTIST” or “ASSOCIATION”), an individual or an unincorporated association, whose address is _____.

1. Parties:

1.1 Agency is a non-profit corporation qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and provides services to artists and arts organizations and also sponsors non-commercial, community arts related projects and programming.

1.2 Artist is providing certain art services and programs in _____, Georgia.

2. Fiscal Sponsorship:

2.1 Artist has proposed that they be sponsored by Agency and Artist has agreed to be responsible for its membership and in raising funds for all of its programs and projects.

2.2 Agency, by recommendation of its staff and approval by its Board of Directors, has decided that its support of Artist and fiscal sponsorship of Artist will further Agency's tax-exempt purposes.

2.3 Agency has created a restricted fund designated for Artist, and has decided to deposit all amounts contributed to or raised by membership fees, special events or by grants to said fund by Artist, less an administrative charge of five (5%) percent or such other amount as may be set forth below, subject to the terms and conditions set forth in this Agreement.

3. Description of Program and Services:

Artist will provide programs and project services concerning art to artists and to those in the general public; they will produce exhibitions of temporary and permanent art; and they will provide educational programs. It's mission statement: _____

4. Artist's Separate Existence:

Artist shall provide Agency a completed and filed IRS form SS-4, it's Articles of Association, a business license, or other documentation satisfactory to Agency, showing Artist's separate existence as an individual business or as an unincorporated association.

5. Use of Proceeds:

Artist shall use all funds received solely as described above. Any changes in the purposes for which funds are spent must be approved in writing by Agency before implementation. Agency retains the right, if Artist breaches this Agreement, or if Artist's conduct jeopardizes Agency's legal or tax status, to withhold, withdraw, or demand immediate return of any grant funds, and to spend those funds so as to accomplish the purposes as nearly as possible within Agency's sole judgment.

6. Copyright:

Any tangible or intangible property, including copyrights, obtained or created by Artist as part of its programming shall remain the property of Artist.

7. Solicitation of Funds:

Artist may solicit gifts, contributions and grants to Agency, earmarked for Artist's restricted fund. Artist's choice of funding sources to be approached, and the text of Artist's fund-raising materials are subject to Agency's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support Artist via Agency's restricted fund shall be executed by Agency and must be approved 10 days in advance of any and all transactions. The cost of any reports or other compliance measures required by any funding sources shall be borne by Artist.

8. Administrative Charge:

An administrative charge of five (5%) percent of all amounts paid to Artist from the restricted fund shall be deducted by Agency to defray Agency's cost of administering the restricted fund and all grants received.

9. Legal Relationship:

Nothing in this Agreement shall constitute the naming of Artist as an agent or legal representative of Agency for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of Agency, partnership, or joint venture between the parties hereto, and Artist shall make no such representation to anyone.

10. Reports:

Artist shall provide its budget and send a full and complete report to Agency as of the end of each quarterly accounting period within which any portion of any grant is received or spent. Additionally, Artist shall provide a full and complete report to Agency within thirty (30) days of completion of the grant funded Projects summarizing how the Project was completed and the manner in which the grant funds were utilized. If a grant funded Project has not been completed within one hundred eighty (180) days of when the principal grant, or any part of additional grants, was provided, Artist shall provide a full and detailed report explaining why the Project has not been

completed and a schedule and summary of how the Project is to be completed. Each report shall fully describe the charitable programs conducted by Artist with aid of the grants and expenditures made with the grant funds, and shall report on Artist's compliance with the terms of all grants.

11. No Influencing of Legislation:

The funds or grants for Artist are not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRS) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Agency and Artist.

12. No Participation In Any Political Campaign:

Artist shall not use any portion of the restricted funds herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

13. Report of Changes:

Artist shall notify Agency immediately of any change in:

- (a) Artist's legal or tax status; or
- (b) Artist's executive committee or key staff responsible for achieving any grant purposes.

14. Indemnification:

Artist hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Agency, its officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Artist, its employees or agents, in applying for or accepting grants, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Agency, its officers, directors, trustees, employees or agents.

15. Additional Obligations of Artist:

Artist agrees to:

Provide any requested information for the Fiscal Sponsorship, including detailed budgetary information;

Establish and maintain a separate bank account with Bank of America as an unincorporated association that shall be used by Artist for deposit of all non-grant funds and for paying its bills;

Provide Agency with advance written notice of all possible funding sources with at least ten (10) days advance notice;

Following notification by Agency of its agreement to provide Fiscal Services, prepare and provide Agency with a copy of any grant applications submitted under Agency's aegis, which applications shall designate Agency as the recipient of the grant award, two weeks prior to the posted deadline of the grant;

Recognize the sponsorship of Agency by including in connection with any credits, advertising and/or press releases associated with the project: This project was made possible through the assistance of Agency, _____, Georgia;

Serve in the role as principal for any project and not as the employee or agent of any third party therewith; and defend, protect, indemnify and hold harmless Agency, its agents and employees from and against any and all losses, including but not limited to, costs, expenses, suits, actions, recoveries, demands and judgments of every nature and description, made, brought or recovered against and arising out of or resulting from any error, omission, or negligence of Artist from securing personal, copyright and location releases, and Artist does hereby release and forever discharge Agency, its agents and employees from any and all actions, suits, damages, claims and demands, known and unknown, resulting from or in connection with securing releases;

Maintain complete books and records or as required by sources of funding and the Internal Revenue Service. Agency shall have the right to examine and make copies of the books and records. Any examinations shall be made during reasonable business hours, upon reasonable advance written notice, at the regular place of business of the Artist where the books and records are maintained, and shall be conducted on Agency's behalf and at Artist's expense by Agency's designee;

16. Obligations of Agency:

Agency shall:

Use its best efforts to provide all supplementary information and documents reasonably required by the possible funding sources, including, without limitation, its financial statements, letter of determination respecting its tax-exempt status and listing of its Board of Directors;

Monitor any grant application, provided Artist shall complete all documents, forms and related requirements at its own expense; and

Exert its best efforts to apply the restricted fund, less the administrative fee, set up for Artist.

17. Acknowledgment:

Artist acknowledges that in the event Artist fails to comply with all of the terms of this Agreement, including providing all required reports, Artist shall, upon Agency's request, forfeit any right to apply to Agency in the future for the purpose of obtaining sponsorship grants for Artist.

18. Invalidity of Provisions:

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

19. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

20. Remedies:

Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise shall not be exclusive but shall be cumulative with all other rights and remedies set forth herein or allowable by this Agreement or by law.

21. Waiver:

No failure by any party to insist upon strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon the breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

22. Entire Agreement:

This Agreement embodies the entire agreement and understanding of the parties and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

AGENCY:

ARTIST:

Title

Print Name

Print Name

Date

Date

Telephone No.

Telephone No.

E-mail

E-mail