

**SAMPLE MIDWEST ARTIST PROJECT SERVICES
FISCAL SPONSORSHIP AGREEMENT
Created April 2015**

This Fiscal Sponsorship Agreement ("Agreement") is made on _____, 2____, by and between Midwest Artist Project Services (MAPS) (referred to herein as "the Sponsor") and _____ ("the Project").

The Sponsor: The Sponsor is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"). It is formed for purposes which, according to its bylaws, shall be organized and operated exclusively for charitable and educational purposes.

Artist: The Artist is an individual, ensemble, or other collaborative that wishes to obtain funds for the project. Artist will designate a contact person (the "Project Lead") to communicate with the Sponsor and will provide the Sponsor with her or her address and social security number or federal identification number (FEIN) by completing IRS form W-9. Artist will notify sponsor immediately of any change in Artist's legal or tax status, and any change in the Project Lead, executive staff, or key staff responsible for completing the Project.

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.

Relationship: This agreement does not create an agency, partnership, or joint venture between the parties. Artist's relationship to the Sponsor will be that of an independent contractor, and this agreement does not constitute a contract of employment between the sponsor and any individual. Sponsor will prepare and file and IRS 1099 form reflecting all payments to the Artist. Artist is responsible for appropriately reflecting the activities of the Project on his/her own federal, state, and local tax returns.

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 Project, and to distribute those funds to the Project.
2. **Compliance:** Artist agrees to comply with the terms of any grant awarded or any donation received. Artist will supply timely and complete information needed for Sponsor to comply with all grant invoicing, interim, and final reporting deadlines and other commitments to donors.
3. **Reporting Charitable Donations:** The Sponsor agrees that all contributions 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 its

tax-exempt status.

4. **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 purpose 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.
5. **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 to 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.
6. **Artistic Control:** Sponsor will impose no artistic judgments on the Project or in any way attempt to determine the content of the project, unless the Sponsor determines that Project Content would be in violation of exempt purposes.
7. **Property:** Any tangible or intangible property, including copyrights, obtained or created by Project as part of this Project will remain the property of the Artist.
8. **Publicity and Credit:** Artist will acknowledge Sponsor in all promotion or advertisement of the Project in a form that the Sponsor approves in advance. Sponsor may use names and descriptions of the Project for information and promotions purposes.
9. **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.
10. **Financial Records:** Artist and Sponsor will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records

as long as is required by law, and make records available to auditors as required by law.

11. Other Fiscal Sponsors: Artist will use no other fiscal sponsor for Project without Sponsor's prior consent. Sponsor agrees not to unreasonably withhold consent.
12. 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 its Steering Committee, subject at all times to the ultimate direction and control of the Sponsor's Board of Directors.
13. Audit: Sponsor, at any time, and at its sole discretion, may conduct an audit of the Project's activities. Such audits are intended to investigate and document that the Project is being carried out in accordance with this Agreement, Sponsor's exempt purposes, and all applicable laws. Failure on the part of the Artist to provide full cooperation and adequate documentation in the event of an audit will be considered a breach of this agreement. Sponsor retains the right, if Artist breaches this agreement, to withhold, withdraw, or demand immediate return of any and all donations or grant funds.
14. 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.
15. 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.
16. 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 6% administrative cost item. In addition, any interest earned on the Project account will be retained in the Sponsor's general fund.

17. 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.
18. Term of Agreement/Renewal: This Agreement will remain in force until _____ or it is terminated with 30 days' written notice by either the 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.
19. 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.
20. Successor Sponsor: If 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 IRC 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 trust laws and other obligations.
21. 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.

22. Severability: Each provision of this Agreement 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 Missouri.
23. Assignment, Governing, Jurisdiction, and Mediation: Artist may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement to any other person or entity without first obtaining the written permission of Sponsor. In the event any dispute arising under this Agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought with in the state or federal court. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.
24. 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.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the _____ day of _____, 20__

Sponsor: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Artist or Project Lead: _____

666
6: _____

Social Security Numer: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

IRS Form W-9 is attached