**FISCAL SPONSOR AGREEMENT**

*(This is an* ***example*** *of a basic fiscal sponsor agreement that the Artist and Nonprofit Organization can modify as needed.* ***For Arts For All, we just need to see a signed document indicating that the Artist has a Fiscal Sponsor****)*

This Fiscal Sponsorship Agreement (“Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Nonprofit Organization as “Fiscal Sponsor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_\_\_ (“Artist”). The effective date of this Agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_ (date). The Fiscal Sponsor has determined that engagement with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Artist) to do the following \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Project”) isconsistent with its goals and wishes to make arrangements with the Artist for the implementation and operation of the Project.

1. The Fiscal Sponsor agrees to assume administrative, programmatic, financial, and legal responsibility for purposes of the requirements of funding organizations or individuals. The Artist agrees to implement and operate the Project in accordance with the terms of this agreement and with any requirements imposed by funding organizations or individuals.
2. The Project shall be operated in a manner consistent with the Fiscal Sponsor's tax-exempt status and as described in this Agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Sponsor and in accordance with the requirements of funding organizations or individuals, nor shall the Artist carry on activities or use funds in any way that jeopardizes the Fiscal Sponsor's tax-exempt status.
3. Both the Artist and the Fiscal Sponsor agree to raise funds for the Project. **OR** The Artist agrees to raise funds for the Project, using Fiscal Sponsor as described in #1.
4. The Artist shall not, and shall not permit the Project to, attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986.
5. The Artist will provide all information and prepare all reports required by funding organizations or individuals, including interim and final reports, with the Fiscal Sponsor's assistance and final approval.
6. The Artist will provide the Fiscal Sponsor with a brief overview of the Project (Attachment A) and an estimated budget for the Project (Attachment B).
7. On behalf of the Artist, the Fiscal Sponsor will establish and operate for the use of the Project a designated account ("Account") segregated in the Fiscal Sponsor's books. All amounts deposited into the Project's Account will be used in its support and subject to the conditions set forth below.
8. The Fiscal Sponsor will disburse funds from the Account in the following manner:

After receipt of an invoice and supporting expense receipts from the Artist, the Fiscal Sponsor will pay the Artist out of the Account within seven (7) business days of receiving the invoice.

Invoices will be submitted by the Artist to the Fiscal Sponsor on the last day of each month via email.

Disbursements will be restricted to the support and implementation of the Project only.

1. The Fiscal Sponsor and Artist will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
2. The Fiscal Sponsor and the Artist will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from the Account shall be treated as payments made to or on behalf of the Artist to accomplish the purposes of the Project. The Artist will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the Artist's Federal Employer Identification Number or Social Security Number.
3. In consideration of the Fiscal Sponsor's agreement to assist the Project, and to cover the Fiscal Sponsor's expenses in connection with the Project as outlined above, the Project will pay:

\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_%) of all funds collected by the fiscal sponsor on behalf of the Project.

1. This agreement will be subject to review every year from effective date of the Agreement as outlined in the opening paragraph and will terminate if any of the following events occur:
	1. The Fiscal Sponsor requests the Artist to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days after receipt of a notice in writing;
	2. The Artist fails to perform or observe any other covenant of this agreement, and this failure remains unremedied fifteen (15) days after receipt of a notice in writing;
	3. Upon expiration of four (4) weeks after either the Artist or the Fiscal Sponsor has given written notice of its intent to terminate the agreement.
2. In the event this Agreement is terminated, the Fiscal Sponsor and Artist will comply with any termination conditions imposed by funding organizations and individuals.

In witness whereof, the parties hereto have executed this Agreement.

Accepted for the Fiscal Sponsor, Accepted for the Artist,

(Name of Organization): (Name)

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Authorized signer Authorized signer

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Date Date

**ATTACHMENT A**

(Add description of Project, Project Goals, Timeline)

**ATTACHMENT B**

(Add estimated Project Budget Here)