



## FISCAL SPONSORSHIP AGREEMENT

This agreement (Agreement) is entered into as of this \_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Benton Community Foundation (BCF) and \_\_\_\_\_ (Grantee).

On \_\_\_\_\_, 201\_\_, \_\_\_\_\_ the Board of Directors of BCF resolved that financial support of the project described in the application attached as Exhibit A to this Agreement will further BCF's tax-exempt purposes. Therefore, BCF has created a temporarily restricted fund (Fund) designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Grantee, subject to the following terms and conditions:

1. Grantee shall provide BCF with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to BCF, showing Grantee's separate existence as an organization.

2. Grantee shall use the grant solely for the project described in the accompanying cover letter and solely in accordance with the approved project budget. Grantee shall repay to BCF any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by BCF before implementation. If Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes BCF's legal or tax status, BCF may withhold, withdraw, or demand immediate return of grant funds. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.

3. Grantee may solicit gifts, contributions and grants to BCF, earmarked for the Fund. BCF staff and Board members shall not be responsible for fundraising for the Fund. ***Grantee's choice of funding sources to be approached and all marketing materials, including the text of Grantee's fundraising, are subject to BCF's prior written approval.*** All printed materials, including fundraising requests, must identify the project as "The XYZ Project, a sponsored program of BCF" All grant agreements, pledges, or other commitments with funding sources to support this project via the Fund shall be executed by BCF. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee. Grantee shall recognize BCF in all publicity materials related to the funded project or program. BCF will acknowledge all donated contributions to the Fund in writing.

4. BCF shall not be responsible for any debts incurred by the project, nor will it release any funds in amounts greater than the current balance of the Fund, at any time.

5. As compensation for its services, BCF shall charge a fee of \$\_\_\_\_\_ to set-up the Fund and an administrative fee of \_\_\_ of all contributions received during the life of the Fund, subject to a \$500 minimum. Any income earned by the Fund accrues to BCF for administrative purposes. The minimum Fund size shall be \$15,000.

6. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of BCF 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 Grantee shall make no such representation to anyone.

7. Grantee shall submit a full and complete report to BCF as of the end of Grantee's annual accounting period within which any portion of this grant is received or spent. The initial report shall be submitted by Grantee no later than \_\_\_\_\_, 201\_\_, and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.

8. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between BCF and Grantee.

9. Grantee shall not use any portion of the funds granted 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).

10. Grantee shall notify BCF immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.

11. The Fund created to support this project is a component fund of BCF and its assets are assets of BCF. The Fund is subject to BCF's governing instruments including BCF's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

12. Grantee shall allow BCF to include information about this grant in BCF's periodic public reports, newsletter, news releases, social media postings, and on BCF's website. This includes the amount and purpose of financial support provided to the project, any photographs provided to BCF, any logo or trademark belonging to the project, and other information and materials about the project.

13. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless BCF, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, 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 BCF, its officers, directors, trustees, employees or agents.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to agreements made and to be performed entirely within such State.

15. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**GRANTEE**

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

**BENTON COMMUNITY FOUNDATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paula M. Grace, President/CEO

**Adopted by BCF Board of Directors on June 18, 2015  
Scheduled for review June 2016**