

_____, 2022

Re: Fiscal Sponsorship Agreement

Dear,

This letter, once counter-signed by you, confirms that the [NAME OF FISCAL SPONSOR], a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as most recently amended, will become the fiscal sponsor of _____ (the "Project"), which is [not organized as a legal entity/is a [State] [Corporate Status]] and does not have an IRS determination letter of qualification under Section 501(c)(3) of the Code. The Project's purposes include _____. [NAME OF FISCAL SPONSOR] has determined that the Project's mission furthers [FISCAL SPONSOR]'s charitable goals and its tax-exempt purposes.

[NAME OF FISCAL SPONSOR] will act as the Project's fiscal sponsor for the purpose of soliciting and receiving gifts, grants, contributions, and other revenues (collectively, "donations") and distributing such funds to the Project, subject to [NAME OF FISCAL SPONSOR]'s oversight, to be used exclusively in support of the Project's mission ("Project Funds").

All donations shall be [NAME OF FISCAL SPONSOR]'s assets. It is [NAME OF FISCAL SPONSOR]'s intent to provide such donated funds to the Project in furtherance of [NAME OF FISCAL SPONSOR]'s and the Project's missions. However, in order to comply with applicable tax laws, [NAME OF FISCAL SPONSOR], in its sole discretion, shall have the right to withhold, withdraw, or demand the immediate return of any Project Funds if, in [NAME OF FISCAL SPONSOR]'s reasonable judgment, the Project does not comply with its obligations under this letter agreement, cannot accomplish its purposes or mission, or the use of such funds by the Project would no longer be consistent with or further [NAME OF FISCAL SPONSOR]'s charitable goals and tax-exempt purposes. [NAME OF FISCAL SPONSOR] retains the right, in its sole discretion, to redirect the Project Funds to a different charitable purpose or beneficiary if the purpose of the Project becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the communities served by [NAME OF FISCAL SPONSOR].

All donations that [NAME OF FISCAL SPONSOR] receives for the Project will be reported as contributions to [NAME OF FISCAL SPONSOR] as required by law for both tax purposes and for purposes of [NAME OF FISCAL SPONSOR]'s financial statements, and further agrees to acknowledge receipt of any such donations in writing and to furnish evidence of [NAME OF FISCAL SPONSOR]'s status as an exempt organization under Section 501(c)(3) to the donor upon request.

The Project agrees, among other things, not to use Project Funds received from [NAME OF FISCAL SPONSOR] in any way that would jeopardize [NAME OF FISCAL SPONSOR]'s tax-exempt status, to follow [NAME OF FISCAL SPONSOR]'s financial policies and accounting procedures, and to make available all books and records, and any other financial or programmatic information, as requested by [NAME OF FISCAL SPONSOR]. Specifically, the Project agrees to adopt [NAME OF FISCAL SPONSOR]'s fiscal year, which extends from July 1st through June 30th. [NAME OF FISCAL SPONSOR] and the Project will maintain books and financial records for the Project in accordance with generally accepted accounting principles. Upon reasonable request by the Project, [NAME OF FISCAL SPONSOR] shall make available monthly or quarterly reports that render a basic accounting to the Project of all account activity related to the Project Funds and the Project's expenses or liabilities.

_____, 2022

The Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless [NAME OF FISCAL SPONSOR], 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 the Project, its employees or agents, in applying for, accepting, expending, or applying the Project Funds, or in carrying out the Project's mission, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any grossly negligent act or omission of [NAME OF FISCAL SPONSOR], its officers, directors, trustees, employees, or agents. The obligations of the Project pursuant to this paragraph shall survive the termination of this letter agreement.

This letter agreement shall be in effect until terminated in writing by either party. This is the entire agreement between [NAME OF FISCAL SPONSOR] and the Project, superseding any prior written or oral agreements.

[NAME OF FISCAL SPONSOR] is excited to partner with you, and looks forward to continuing great work together!

[NAME OF FISCAL SPONSOR]

Date: _____

Name: _____

[Project Title]

Signature:

Date:

Name: