FISCAL SPONSORSHIP/CROWDFUNDING AGREEMENT

Between Women's Voices Now (WVN) and YOUR ENTITY

This Agreement ("Agreement") is made and entered into effective this day of **INSERT DATE** (the "Effective Date") by and between Women's Voices Now, ("WVN") with a principal address of 46-E Peninsula Center Rolling Hills Estates, CA 90274 and an EIN number of 27-2779043, and **YOUR ENTITY**, with a principal address of **YOUR ADDRESS**.

WHEREAS, **YOUR ENTITY** is producing **TITLE OF PROJECT** (the "Film") and

WHEREAS, WVN, possesses certain skill and experience in crowdsourcing as a means of soliciting charitable donations; and

WHEREAS, consistent with its educational and outreach mission. WVN wishes to assist **YOUR ENTITY** in raising the remaining necessary funds (approx. **AMOUNT**) for, inter alia, the production, promotion and distribution of the Film; and

WHEREAS, **YOUR ENTITY** wishes to engage WVN to assist it in conducting fundraising using grantwriting and crowdsourcing techniques and tools;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. The crowdsourcing

(a) WVN will work with **YOUR ENTITY** to facilitate, host, and promote a crowdsourcing campaign (the "Campaign") for the partial costs of producing, promoting and distributing the Film.

(b) WVN will provide their 501(c)(3) EIN number in order to initiate the Campaign, events and/or applications to other foundations for funding support for the Film.

(c) WVN and **YOUR ENTITY** will to the best of their abilities, promote the Campaign to their members, lists, social media contacts, and others.

(d) WVN will collect all donations from the public in connection with the Campaign into their account.

(e) At the conclusion of the Campaign, monies received from the campaign (the "Proceeds") will be divided as follows: a. WVN will retain 10% of the Proceeds, and b. WVN will transfer the remaining 90% of the Proceeds via bank transfer or PayPal no later than 14 days from the date of the end of the campaign or event. Each Party shall have the exclusive right to use its share of the Proceeds as it sees fit without the intervention or approval of the other.

(f) WVN will share all contact details of donors, including name, address, telephone number and email address, with **YOUR ENTITY**. **YOUR ENTITY** will share all contact details of donors, including name and e-mail address, with WVN. WVN shall make all necessary disclosures to donors regarding use and sharing of their personal information as required by applicable law.

(g) **YOUR ENTITY** will be responsible for the delivery of any “rewards" outlined by the campaign. For purposes of this Agreement “reward" is an item that is to be delivered to a donor in exchange for a donation.

(h) **YOUR ENTITY** will provide all the content in connection with the Campaign including, but not limited to video, web text, and the descriptions of the rewards.

(i) This agreement in no way confers any rights in any copyright, trademark or any other form of intellectual property in the Film or otherwise owned by **YOUR ENTITY** to WVN.

(j) All Proceeds will be reported by the respective parties as required by law. WVN will provide the necessary tax receipts to donors to the campaign as required under IRS and any other applicable laws or regulations. Each party will provide all necessary information for the other to complete any other required reporting.

(k) No Proceeds will be used in any way that would jeopardize the tax-exempt status of WVN.

(l) Neither party will do any act that would compromise the tax-exempt status of WVN.

(m) WVN will appear in the credits of the film. The preferable acknowledgement is: In Association with Women’s Voices Now.

II. Miscellaneous

(a) Attorneys’ Fees. In the event that any action or proceeding (including, without limitations, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees. This section shall survive termination or expiration of this Master Agreement.
(b) Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party.
(c) Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder.
(d) Notices. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shal be sufficiently give if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier, or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to WVN:

Women’s Voices Now

46-E Peninsula Center

Rolling Hills Estates, CA 90274 USA

heidi@womensvoicesnow.org

If to YOUR ENTITY

YOUR ADDRESS AND E-MAIL ADDRESS

(e) Counterparts. This Agreement may be executed in two or more Counterparts, each of which will be deemed and original for the purposes of this Agreement.

(f) Compliance with Laws. The parties shall comply with, and be in compliance with, all applicable federal, state and municipal statues, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications.

(g) Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

(h) Entire Agreement. This Agreement, along with any and all exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

(i) **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.** The parties further hereby waive and release one another from any and all claims, loss, damage, liability and expense, including without limitation attorneys' fees and costs, known or unknown, arising out of or in any way related to this agreement, except damages arising solely from one of the party's gross negligence or willful misconduct.

(j) Choice of Law. This Agreement, any dispute arising from the relationship between the parties to this Agreement shall be governed by California law.

(k) Severability of Agreement. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is similar in tenor to the stricken provision as is legally possible.

WVN

By (Signature):

Printed: Heidi Basch-Harod

Title: Executive Director

Date:

YOUR ENTITY/REPRESENTATIVE

By (Signature):

Printed: **YOUR ENTITY/REPRESENTATIVE**

Title:

Date: