



Fiscal Sponsorship Agreement

This agreement confirms that the Dance Resource Center of Greater Los Angeles (“DRC”) will serve as a fiscal sponsor for a project being produced and presented by [REDACTED] (Name of Sponsored Party). DRC's obligations under this agreement are based on the active DRC membership status of Sponsored Party. Sponsored Party's current membership will expire on [REDACTED]. At that time, this Agreement will terminate, unless the membership is renewed.

On [REDACTED], 20 [REDACTED], DRC decided that financial support of the project described in Attachment A to this Agreement will further DRC's tax-exempt purposes. Therefore, DRC has created a restricted 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 Sponsored Party, subject to the following terms and conditions set forth below and in Attachment A:

1. DRC will receive, for the benefit of the project described in Attachment A, monetary gifts, donations, funding, contributions and/or grants.
2. DRC accepts monetary donations as checks by mail and as credit card payments online via www.danceresourcecenter.org and via donation buttons referenced in paragraph 4 of this agreement. Donors for Sponsored Party's project described in Attachment A must write all checks payable to Dance Resource Center of Greater Los Angeles, and must also indicate their name on the face of the check, in addition to Sponsored Party's name in the memo line. Checks are to be mailed to the following address:

Dance Resource Center of Greater Los Angeles
3520 Overland Ave. Suite A61
Los Angeles, CA 90034
3. DRC will issue checks, and/or any other forms of distribution of funds in the name of Sponsored Party or its designated point of contact identified on the signature page of this agreement. It is Sponsored Party's responsibility to disseminate fees to outside parties.
4. DRC will provide and create a web page for Sponsored Party on DRC's website, which will include a clickable donation button to accept credit card donations payable to DRC. Upon request, the DRC will provide a clickable donation button that can be used on a personal and/or business website established and maintained by Sponsored Party to accept donations payable to DRC. DRC shall approve all content for Sponsored Party's web page on the DRC's website, as well as the content of any personal and/or business website for which a clickable donation button is requested.
5. For each month donations are received and/or funds are distributed, DRC will provide a statement to Sponsored Party that include donor names, donor contact information, amounts received,

funds distributed to Sponsored Party. DRC will issue tax-receipt thank you letters to donors paying by check. If payment received online via credit card, an emailed receipt will be automatically issued.

6. Sponsored Party shall provide DRC with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to DRC, showing Sponsored Party's separate existence as an organization. If Sponsored Party is an individual rather than an organization, Sponsored Party shall personally assume full legal, fiscal, and oversight responsibility for all responsibilities and obligations of Sponsored Party under this Agreement.

7. Sponsored Party shall use the distributed funds solely for the project described in Attachment A, and Sponsored Party shall repay to DRC 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 DRC before implementation. DRC retains the right, if Sponsored Party breaches this Agreement, or if Sponsored Party's conduct of the project jeopardizes DRC's legal or tax status, to withhold, withdraw, or demand immediate return of funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within DRC's sole judgment, or, if reasonably possible, to return the funds to the donors. Any tangible or intangible property, including copyrights, obtained or created by Sponsored Party as part of this project shall remain the property of Sponsored Party. In furtherance of DRC's charitable mission and the project's charitable intent, the parties desire to ensure that works produced using grant funds are made available for public (rather than private) benefit. As such, Sponsored Party shall not sell or transfer the right to distribute, exhibit, or otherwise profit from such works or any part or derivatives of such works to a third party without DRC's written consent.

8. Sponsored Party may solicit gifts, contributions and grants payable to DRC, earmarked for DRC's restricted fund for this project. Sponsored Party's choice of funding sources to be approached and the text of Sponsored Party's fundraising materials are subject to DRC's prior written approval. Sponsored Party must provide written notice to DRC of intent to apply for funding or to solicit individual contributions. Sponsored Party is responsible for the preparation and submission of all funding proposals and solicitations. Sponsored Party remains responsible for all financial and other reporting required by funding sources, including meeting reporting deadlines. Sponsored Party will give DRC 30 days notice of the need for any interim accounting from DRC. All grant agreements, pledges, or other commitments with funding sources to support this project via DRC's restricted fund shall be executed by DRC. The cost of any reports or other compliance measures required by such funding sources shall be borne by Sponsored Party.

9. In the event the gifts, donations, funding, contributions and/or grants solicited by Sponsored Party conflict with DRC's interests in making its own funding applications, DRC reserves the right to reject any such gift, donation, funding, contribution and/or grant. DRC reserves the sole right to determine if such a conflict exists.

10. DRC bears no responsibility for Sponsored Party earned income. This fiscal sponsorship agreement is intended for all donation-based and grant related funds.

11. DRC, at any time and at its sole discretion, may conduct an audit of Sponsored Party's project activities. Such audits are intended to investigate and document that the project is being carried out in accordance with the approved application, this contract, DRC's exempt purposes, and all applicable laws. Failure on the part of Sponsored Party to provide full cooperation and adequate documentation in the event of an audit shall be considered a breach of this Agreement.

12. An initial set up fee of one hundred dollars (\$100.00) is due at signing of this Agreement. This fee includes the preparation and filing of one Los Angeles Police Commission Report. Filing of such report, which includes an initial application and follow up report, is required by Los Angeles City law for all funds solicited in and/or all fundraising events held in the City of Los Angeles. Accurate details must be provided by the Sponsored Party to the DRC in a timely fashion so that DRC may complete and file the elements of the report.

13. An administrative fee equaling six percent (6%) of all amounts received by DRC (except for grants or foundations, referenced in paragraph 14 of this Agreement) for the benefit of Sponsored Party shall be deducted by DRC to defray DRC's costs of administering the restricted fund and this fiscal sponsorship. DRC will also retain an amount equal to any and all credit card and/or PayPal fees incurred as a result of donations received via those payment methods. DRC will issue the total amount received, after the service fees of 6% and all credit card and/or PayPal fees have been deducted, to Sponsored Party within 20 business days of receiving the funds. DRC may additionally, at its sole discretion, deduct from the restricted fund any special or unusual costs it incurs in administering the restricted fund (including but not limited to bank penalty fees resulting from a donor's bounced check). Any interest earned on amounts held in the restricted fund shall be retained by DRC.

14. Sponsored Party may apply for grants related to the project described in Attachment A provided Sponsored Party has raised at least \$1,000 through DRC's fiscal sponsorship program for the project described in Attachment A. In the alternative, Sponsored Party may provide documentation that Sponsored Party has raised at least \$1,000 within the last two years for the project described in Attachment A. In the event Sponsored Party wants to apply for a grant using DRC as its fiscal sponsor, Sponsored Party must notify DRC in writing at least 20 business days prior to any deadline for such grant application or letter of inquiry. Sponsored Party is solely responsible for contacting and submitting any proposal or letter of inquiry to such funder. DRC will not submit any grant or letter of inquiry on behalf of Sponsored Party. Upon receiving written notice from Sponsored Party, DRC will notify Sponsored Party within 5 business days whether it agrees to the receipt of the grant funds as part of this fiscal sponsorship Agreement. If DRC so agrees, if necessary, DRC will issue a letter to the potential funder stating that DRC is willing and able to accept the grant award on behalf of Sponsored Party, should they receive it. In the event Sponsored Party applies for and receives a grant or grants, DRC will deduct eight percent (8%) of any funds received from such grants. It is Sponsored Party's sole responsibility to provide DRC with any and all deadlines, paperwork, accountings, reports or other information or documentation required by DRC to fulfill DRC's role as fiscal sponsor in connection with any grant(s) received on behalf of Sponsored Party. Sponsored Party must keep track of any deadlines for submitting paperwork, accountings, reports or other information or documentation required to fulfill the terms of the grant(s), and must notify DRC within at least 20 business days of any such deadlines which require DRC to submit any such paperwork, accountings, reports or other information or documentation. Failure to cooperate with DRC in a timely manner on the administration of any grant(s) may result in Sponsored Party's loss of the grant(s). DRC will issue the grant funds received, after the service fee of 8% has been deducted, to Sponsored Party within twenty (20) business days of receiving the funds. DRC may additionally, at its sole discretion, deduct from the restricted fund any additional, special or unusual costs it incurs in administering any grant(s).

14. Sponsored Party shall submit a full and complete report to DRC by December 31st and June 30th. The report shall describe the charitable and/or public benefit programs conducted by the Sponsored Party in connection with the project described in Attachment A with the aid of this fiscal

sponsorship and the expenditures made with distributed funds, and shall report on the Sponsored Party's compliance with the terms of this Agreement. Failure to submit such reports by the due date will result in the withholding of any funds, penalties and reports due until such reports have been submitted and accepted by DRC.

15. Sponsored Party agrees to credit the Dance Resource Center of Greater Los Angeles as its fiscal sponsor in all promotional materials and third party agreements relating to the project described in Attachment A, including but not limited to websites, programs, and press materials, by including the following statement: "Sponsored Party's _____ (Name of Project Described in Attachment A) is fiscally sponsored by Dance Resource Center, a 501(c)(3) organization incorporated in the State of California."

16. Sponsored Party agrees to act in a fiscally responsible manner in all aspects of this Agreement, ensuring that all expenses to be paid from funds on deposit with DRC in connection with the project described in Attachment A are covered by funds provided to the DRC by Sponsored Party. Acting in a fiscally responsible manner includes but is not limited to budgeting and monitoring all income and expenses, apart from the DRC's accounting, so as to maintain a positive balance of funds on deposit with the DRC at all times. Sponsored Party is solely responsible for all debts incurred. The DRC accepts no responsibility for any debts or other obligations undertaken by Sponsored Party.

17. This fiscal sponsorship 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 DRC and Sponsored Party. Sponsored Party shall not use any portion of the funds granted herein 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). Sponsored Party shall notify DRC immediately of any change in (a) Sponsored Party's legal or tax status, and/or (b) Sponsored Party's executive or key staff responsible for achieving the project purposes, as well as any address changes or changes to the contact information identified on the signature page below.

18. Nothing in this Agreement shall constitute the naming of Sponsored Party as an agent or legal representative of DRC 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 Sponsored Party shall make no such representation to anyone.

19. Sponsored Party hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless DRC, 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 Sponsored Party, its employees or agents, in applying for or accepting the fiscal sponsorship, in expending or applying the funds furnished pursuant to the fiscal sponsorship or in carrying out the program or project to be funded or financed by the fiscal sponsorship, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of DRC, its officers, directors, trustees, employees or agents. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within California.

20. 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 Fiscal Sponsorship Agreement, effective on the ____ day of _____, 20____. All notices and communications relating to this Agreement shall be sent to the following:

Dance Resource Center
3520 Overland Ave. Suite A61
Los Angeles, CA 90034
rdorfan@danceresourcecenter.org

Dance Resource Center (Signature)

(Date)

(Name of Sponsored Party)

Contact name:

Contact Email:

Contact Phone Number:

Address:

Social Security/EIN

(Signature)

(Date)