



COMMUNITY ENRICHMENT FOR KLICKITAT/SKAMANIA COUNTY

FISCAL SPONSORSHIP AGREEMENT

The purpose of this Fiscal Sponsorship Agreement (“the Agreement”) is to formalize and clarify the responsibilities arising between Community Enrichment for Klickitat County (“CEKC,” hereinafter the Sponsor) and _____, the Party for whom Fiscal Sponsorship is created, hereinafter referred to as “the Project.” This Agreement is made on _____, 20____ , by and between **CEKC** (“the Sponsor”) and _____ (“ the Project”).

The Sponsor CEKC is a nonprofit corporation that is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”). The Sponsor CEKC is organized and operated exclusively for charitable, scientific and educational purposes. CEKC’s mission is to enrich community services and engage in activities that strengthen the social and economic well-being of Klickitat and Skamania County residents.

The Project _____ is an unincorporated organization that has been determined to align with CEKC’s mission.

Under this Agreement, the Sponsor agrees to receive tax-deductible charitable contributions on behalf of the Project. The Project agrees to use these funds for the purpose of advancing and implementing the Project’s goals. The Project agrees to accept the administrative assistance of the Sponsor where necessary.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. Receipt of Funds: The Sponsor agrees to receive contributions and gifts, including but not limited to possible grant funding. The Sponsor agrees to use these funds for the Project, and to distribute those funds to the Project.
2. Reporting Charitable Donations: The Sponsor agrees that all contributions received for the Project will be reported as contributions to the Sponsor in accordance with all applicable laws. The Sponsor agrees to notify the Project of any change in its tax-exempt status.
3. Protection of Tax-Exempt Status: The Project agrees not to use funds in any way that would jeopardize or call into question in any manner the tax-exempt status of the Sponsor. The Project agrees to immediately comply with any written request by the Sponsor to cease activities that the Sponsor believes might jeopardize the Sponsor's tax status. The Project further agrees and acknowledges that the Sponsor may suspend its obligation to make funds available and may elect to terminate this Agreement immediately if the Sponsor believes that the Project has failed to comply with any term of this Agreement or any request made to the wProject by the Sponsor regarding this compliance. The Project must obtain written approval from the Sponsor before implementing any changes regarding the Project’s activities and goals. If the Sponsor believes that the Project has breached this Agreement, or if the Project jeopardizes or calls into

question the Sponsor's legal or tax status, the Sponsor may elect to withhold funds and may return funds associated with the Project to donors or contributors to the Project.

4. Use of Funds: The Sponsor authorizes the Project to make expenditures not to exceed total contributions for the Project for use in the Project. The Project agrees to use any funds received by the Sponsor for the expenses of the Project. The Project agrees to account fully to the Sponsor for each disbursement of funds.

5. Financial Accounting and Reporting: The Sponsor agrees to maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be recorded separately in the records of the Sponsor.

6. Sponsor Supervision, Control and Governance: The Project agrees to provide the Sponsor with copies of all grant applications before the applications are submitted. The Project agrees to make recommendations regarding grants and to provide other documentation to the Sponsor when requested in writing by the Sponsor.

7. Fundraising: The Project may solicit contributions for the activities of the Project. The Project agrees to report donations, contributions and all income to the Sponsor.

8. Grants: The Project agrees to obtain written approval from the Sponsor regarding grant solicitations, sources for grants, and all communications to promote, solicit, confirm or otherwise negotiate funding. All grant agreements, pledges, or any other commitments with funding sources to support the Project shall be executed by the Sponsor. Advance approval by the Sponsor is required for any application for government or public agency grants. The Sponsor is responsible for the processing and acknowledgment of all grant monies received for the Project. This funding will be reported as the income of the Sponsor for tax purposes and in conformity with the Sponsor's preparation of its financial statements.

9. Administrative fees owed to the Sponsor: Any use by the Project of CEKC's Employer Identification Number or other formal representations of the Sponsor's tax status for fundraising or grant opportunities incurs an administrative fee immediately payable from the Project to the Sponsor of five (5) percent of the funding sought or obtained by the Project.

10. Communications and Brand Identity: The Project agrees that its promotional materials, publications and all public relations and advertising shall identify the Sponsor. The Project agrees that it will display the Sponsor's logo and marks when requested and authorized to do so by the Sponsor. The Project agrees that it will not create, design or use any logos, signs, or other marks purporting to represent or communicate sponsorship by the Sponsor. The Project agrees that it will not authorize, permit, encourage or otherwise allow or license other parties to display any marks or logos or signs promoting or identifying the Sponsor.

11. Term of Agreement/Renewal: This Agreement will remain in force until [REDACTED] or until it is terminated with 30 days' written notice by either the Sponsor or the Project. This Agreement shall automatically renew on [REDACTED], and annually thereafter, unless either the Project or the

Sponsor gives written notice of termination to the other at least 30 days before any annual renewal date.

12. Termination: Either party may terminate this Agreement by giving 30 days' written notice to the other party. The foregoing notwithstanding, if the Sponsor determines that its continued fiscal sponsorship of the Project may jeopardize or in any way call into question the Sponsor's tax-exempt or legal status, the Sponsor may terminate this Agreement immediately upon written or oral notice to the Project.

13. Successor Sponsor: If the Project will continue to exist but the Sponsor terminates the Sponsor's fiscal sponsorship of the Project, the Project may identify another nonprofit corporation that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under Section 509(a), and that agrees to sponsor the Project (the "Successor"). If a Successor assumes sponsorship, the balance of assets held by the Sponsor for the Project, together with any other assets held or liabilities incurred by the Sponsor in connection with the Project, shall be transferred to the Successor as soon as administratively practicable, subject to the approval of any third parties (including funding sources) . If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, this successor shall be eligible to receive all such assets and liabilities upon production of a determination letter from the Internal Revenue Service that identifies that the successor is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code. If no Successor assumes sponsorship within thirty days of the Sponsor's termination, , the Sponsor may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

14. Independent Contractor: Unless otherwise agreed in writing, all independent contractors are subject to and bound by the terms of this Agreement.

15. Waiver and Acknowledgment: The Project acknowledges that the Sponsor has sole discretion to determine and conduct the management of the Project's funds and the supervision of the Project. The Project waives and releases the Sponsor from any claims, loss, damage, liability and expense, including without limitation attorney's fees and costs known or unknown, arising out of or in any way related to the Project. Damages arising solely from the Sponsor's gross negligence or willful misconduct may be subject to exclusion from this waiver; the Project agrees that no other exclusions to this waiver will be asserted or recognized..

16. Severability: Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.

17. Entire Agreement: This Agreement constitutes the sole agreement between the Project and the Sponsor. This Agreement supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties to this Agreement.

By signing below, both parties agree to execute this Agreement on the day and year first written above.

SPONSOR:

By: _____
Chair, Board of Directors Date

PROJECT:

By: _____
Chair, Project Committee Date