

## **Independent Arts & Media Fiscal Sponsorship Fact Sheet & Contract**

Independent Arts & Media provides fiscal sponsorship to artists, musicians and media producers who are seeking funding from private foundations, government agencies and individual donors for non-commercial projects that are consistent with the Indy Arts mission. Fiscal sponsorship enables individuals, collectives and organizations to apply for support from funding sources that only make grants to projects with non-profit status.

**Please Note:** Fiscal Sponsorship is ***not*** a grantmaking or financial aid service.

**Mission:** Indy Arts expands civic dialogue by increasing access to independent voices.

**Who Can Apply:** We welcome applications from individuals and organizations that:

1. share our principles of free expression, open inquiry and cultural participation;
2. are competent in the field of interest, or, committed and able to develop skills necessary to make the proposed project a reality;
3. are personally involved in the project from conception to conclusion;
4. are able to provide Indy Arts with a formal proposal for the project (see below).

### **Summary Of Terms & Conditions**

1. We are committed to the editorial and creative autonomy of the projects we sponsor. Copyright and intellectual property ownership remain with the grantee.
2. The grantee will provide Indy Arts with a quarterly project progress report.
3. Indy Arts will charge an administrative fee of seven percent (7%) to cover accounting, donation acknowledgment, fund disbursement and IRS compliance.
4. Sponsorship is formalized by the signing of an agreement by a representative of both the project and Indy Arts. The agreement guarantees the rights of both parties and details the terms and conditions of sponsorship.
5. Additional services, including support with media production, fundraising, etc., are also available, and all Indy Arts fiscal sponsorees get a free exhibitor table at our annual Expo for Independent Arts in San Francisco.

### **Proposal Guidelines**

In order to receive fiscal sponsorship from Indy Arts, the applicant must provide a project proposal for our review. Proposals should include:

- a narrative (up to five pages) describing the project and its goals and deadlines, medium/methods, audience, consistency with the Indy Arts mission, plan for distribution and promotions, and fundraising prospects;
- a one- to two-page budget;
- resumes and/or bios for the project's lead personnel.
- We will gladly accept an executive summary or a copy of a previous grant request, as long as it generally addresses the points listed above.

**The First Step:** To begin the process, email a short query to [sponsor@artsandmedia.net](mailto:sponsor@artsandmedia.net). Include a very brief project description and contact info.

## **Fiscal Sponsorship Contract and Agreement**

Independent Arts & Media (Indy Arts, the "Grantor"), a 501(c)(3) tax-exempt nonprofit, is offering fiscal sponsorship to \_\_\_\_\_ ("Grantee") for the project \_\_\_\_\_ ("Project").

### **RECITALS**

- A. Grantor will grant all funds received on behalf of the Grantee to the Grantee, less any administrative charge and according to the terms set forth below. All grants received will, for tax purposes, be treated as income for the Grantor.
- B. Grantee agrees to use said funds according to the terms and for the purposes set forth below.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Grantee has submitted a proposal for a Project to be produced by Grantee. The Project is set forth and defined in **EXHIBIT A**, attached hereto ("the Project"). Grantee agrees to use best efforts to produce the Project.
2. Grantor's staff and review/screening committee has reviewed the proposal and qualifications of the Grantee, is satisfied that the Grantee is capable of producing the proposed Project in a professional, competent, diligent manner, and the Grantee agrees to do so.
3. Grantor may charge an administrative fee of seven percent (7%) of grants received.
4. Grantee warrants that the Project is non-commercial in nature. Grantee specifically warrants that the Project will not be used to support a candidate for public office or specific governmental legislation.
5. Grantee agrees to be legally responsible for the production of the Project. Copyright and intellectual property ownership remain with the Grantee. Grantee is the sole party responsible for the editorial and creative direction of the Project.
6. Grantee agrees to allow Grantor to have access at reasonable times and places to the books and records of Grantee which relate to this grant.

7. Grantee warrants that the Project and its production does not violate any personal or private rights, copyright or trademark rights, or any other right of any third party. Grantee agrees to hold Grantor harmless from, and defend Grantor against, any claims of such violations, including reasonable attorney's fees and court costs of Grantor, its board members, directors and/or staff.
8. Grantee agrees to comply with all laws, state or federal, in the production and/or distribution of the Project.
9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or its agents, in applying for or accepting grants, in expending or applying the funds furnished pursuant to such grants, or in carrying out the program or project to be funded or financed by such grants.
10. Grantee agrees to provide Grantor with a quarterly progress report which will include all updated financial information, updates on all production deadlines, and updated summaries of the Project.
11. Grantee agrees to acknowledge Grantor's sponsorship in the Project credits. This acknowledgement shall include a website URL for Indy Arts on Project documents, collateral and finished products.
12. Grantee agrees to give archival materials, including documents, collateral and finished products, to Grantor at no cost for inclusion in Grantor's archives, and for use in Grantor's promotional efforts.
13. Grantee warrants that all funding information concerning this Project has been disclosed to Grantor, and to make all such future funding information known to Grantor at the time of any new receipt of any funding.
14. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor 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.
15. Either Grantor or Grantee may terminate this Agreement on thirty (30) days' written notice to the other party, so long as another nonprofit corporation which is tax exempt under IRC Section 501(c)(3), and is not classified as private foundation under Section 509(a) ("a Successor"), is willing and able to sponsor the Project. The balance of assets held by Grantor for the Project shall be transferred to the Successor at the end of the notice period or sooner if all parties so agree. Grantee shall be eligible to be a Successor itself so long as Grantee has received, no later than the end of the notice

period, a determination letter from the Internal Revenue Service indicating that Grantee meets the qualifications for a Successor stated above. If no Successor is found, Grantor may dispose of the Project assets and liabilities in any manner consistent with applicable tax laws.

_____ Grantor Signature	_____ Title	_____ Date
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_____ Grantee Signature	_____ Title	_____ Date
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## **EXHIBIT A**

Please attach all relevant proposal information. Proposals should include:

- a narrative (up to five pages) describing the Project and its goals and deadlines, medium/methods, audience, consistency with the Indy Arts mission, plan for distribution and promotions, and fundraising prospects;
- a one- to two-page budget;
- resumes and/or bios for the Project's lead personnel.

Indy Arts will gladly accept an executive summary or a copy of a formal grant request, as long as it generally addresses the points listed above.