



Clark County Community Foundation, Inc. Fiscal Sponsorship Agreement

This Agreement is made this _____ day of _____, 20____, between (***NAME OF GRANTEE***), of (City), (State) (“Grantee”) and the **CLARK COUNTY COMMUNITY FOUNDATION INC.** (“Foundation”), a corporation organized under Chapter 181 of the Wisconsin statutes, with its principal office located at 301 N Main St., Loyal Wisconsin,

WHEREAS: The Foundation is a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 (the “Code”) and operates according to its Articles of Incorporation and Bylaws in furtherance of its tax exempt purpose and mission. The Foundation strives to respond to the changing needs of the communities of Clark County, Wisconsin by building permanent philanthropic capital through individual, corporate and organizational donations; and

WHEREAS: The Grantee has provided information and materials describing their charitable project, named _____ (“Project”) to the Foundation, as documented in Exhibit A to this Agreement; and the Foundation has reviewed the information in Exhibit A, and determined that financial support of the Project will further the Foundation’s tax-exempt purposes; and

WHEREAS: The Foundation shall create a restricted fund designated for this Project, and will grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to the Grantee, subject to the following terms and conditions described in Section III below, as well as the Foundation’s governing documents and bylaws.

NOW, THEREFORE: In consideration of the promises and mutual covenants contained in this Agreement, the parties agree to the following:

I. Establishment of Fund

The Foundation shall hereby create a restricted fund known as the _____ **Fund (the “Fund”)**. All moneys and property deposited into the Fund shall be an irrevocable donation to the Foundation.

II. Management of Fund

The Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income and shall pay and disburse the net income and principal; exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation of the Foundation. The Articles of Incorporation have been adopted by the Board of Directors of the Foundation, and their provisions, as they may be amended from time to time, are incorporated into this document by reference, and conclusively assented to and adopted. The phrase “charitable uses and purposes” shall be defined as all of those activities, uses and purpose described in Section 501(c)(3) of the Code.

III. Purpose, Use and Designee(s) of Fund

Consistent with the charitable uses and purposes of the Foundation, distributions from this Fund will be used to provide support (specifically) to the following Grantee.

<u>Designee Name</u>	<u>Address</u>	<u>% of Distribution</u>
		<u>100.00%</u>

1. Grantee shall provide the Foundation with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Foundation, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in Exhibit A, and solely in accordance with the approved project budget. Grantee shall repay to the Foundation 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 the Foundation before implementation. If Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of grant funds. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. Grantee may solicit gifts, contributions and grants to the Foundation, earmarked for the Foundation's restricted fund for this project, in accordance with *Exhibit B of the Foundation's Gift Acceptance Policy*. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising and marketing materials are subject to the Foundation's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically stated, 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 Grantee shall make no such representation to anyone.
5. Grantee shall submit a full and complete report to the Foundation as of the end of Grantee's annual accounting period within which any portion of this grant is received or spent. The initial report shall be submitted by Grantee no later than _____, 20____, and subsequent reports, if any, shall be due on the annual anniversary date of the initial report. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with

grant funds, and shall report on the Grantee's compliance with the terms of this grant. The Foundation, at its sole discretion, reserves the right to request additional reports from Grantee on a more frequent basis, as may be deemed necessary.

6. The Foundation reserves the right to inspect the accounting and program records of the Grantee, as it relates to this Agreement. If the Foundation, at its sole discretion, deems that an independent audit of the Grantee's records is necessary for any reason, the cost and expenses of such services may be charged to the Fund created by this Agreement.
7. Grantee acknowledges that any reports to external sources regarding the receipt of, uses or disbursements of, and / or account balances of the Fund will be reviewed and authorized by the Foundation, prior to submission.
8. The Grantee acknowledges and affirms that the Fund will not to be used, in any manner or 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 the Foundation and Grantee.
9. Grantee shall not use any portion of the funds granted 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 personal gain or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
10. Grantee shall notify the Foundation immediately of any change in (a) Grantee's legal or tax status, and / or (b) Grantee's executive or key staff who are responsible for achieving the grant purposes.
11. The Fund created to support this project is a component fund of the Foundation and are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to specified organizations. The Foundation, in its sole judgment (without the necessity of the approval of any participating trustee, custodian, or agent) may modify any such restriction or condition if in effect, it becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.
12. Grantee shall allow the Foundation to review and approve the content of any proposed publicity concerning the sponsored project prior to its release and recognize the Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
13. Grantee shall allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of financial support provided to the project, any photographs provided to the Foundation, any logo

or trademark belonging to the project, and other information and materials about the project.

14. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, 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 Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.

IV. Variance of Power

The Foundation may modify the purposes for which this Fund is created or a condition or restriction to which it is subject, if, in the sole judgment of the Foundation's Board, such use, purpose, condition or restriction becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Clark County Wisconsin community. In exercising this power of variance, the Foundation shall seek to make distributions from the Fund in a manner as similar as possible to those set forth in Section III of this instrument.

V. Fees

The Fund will be charged administrative and investment management fees as per the Foundation's Gift Acceptance Policy – Exhibit D "Schedule of Investment Fees", and as amended from time to time. The Foundation may also assess the Fund amounts necessary to cover any unusual expenses incurred in connection with the administration of the Fund.

VI. Investments

The assets of the Fund will be invested according to the Foundation's Statement of Investment Policy, as it may be amended from time to time by the Foundation's Investment Committee and with the approval of the Board of Directors.

VII. Fund as a Component of Foundation

The parties agree that the Fund shall be a component part of the Foundation as defined in section 1.170a-9(e) (11) of the Income Tax Regulations and that nothing in this instrument shall affect the status of the Foundation as an organization (a) described in section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and (b) which is not a private foundation within the meaning of section 509(a) of the Code. This instrument shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued under them.

VIII. Foundation In Good Standing

All contributions of property under this instrument are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue

Service as an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509 (a) of the Code.

IX. Governing Law

The Fund shall be administered in and under the laws of the State of Wisconsin, and this instrument and its validity shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

- a. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements or understandings with respect to the subject matter, whether written or oral, express or implied, are superseded hereby. This Agreement may be modified only by written agreement signed by both parties.
- b. All provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision shall not affect the other provisions.
- c. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors.

IN WITNESS WHEREOF, the Grantee and the Clark County Community Foundation, Inc. have executed this Agreement on the dates appearing beneath their signatures.

Grantee:

Clark County Community Foundation, Inc.

BY: _____
(Signature of Grantee / Title)

BY: _____
(Authorized Signer for the Foundation)

BY: _____
(Print Name of Grantee / Title)

BY: _____
(Print Authorized Signer's Name and Title)

Dated: ____ / ____ / _____

Dated: ____ / ____ / _____



Exhibit A

(Project)

Information and Materials