

# Media Arts

## MEDIA ARTS CENTER SAN DIEGO

### MEDIA ARTS CENTER SAN DIEGO FISCAL SPONSORSHIP GRANT AGREEMENT

On \_\_\_\_\_, **Media Arts Center San Diego** (Grantor) decided that fiscal sponsorship of the project described in the cover letter accompanying this Agreement will further Grantor's tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for the project entitled \_\_\_\_\_, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge(s) as set forth below, to \_\_\_\_\_ (Grantee), subject to the following terms and conditions:

1. Grantee shall provide Grantor with its social security number or federal employer identification number (FEIN) confirming Grantee's existence as a separate organization/entity.
2. Grantee shall use the grant solely for the project described in the accompanying title page, and Grantee shall repay to Grantor 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 Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within Grantor's sole judgement. 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 Grantor, earmarked for Grantor's restricted fund for this project. Grantee's choice of funding sources to be approached and the text of Grantee's fund-raising materials are subject to Grantor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via Grantor's restricted fund shall be executed by Grantor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. An administrative charge of five percent (5%) of all amounts paid to Grantee from the restricted fund shall be deducted by Grantor to defray Grantor's costs of administering the restricted fund and this grant. Credit card donations/transactions are subject to an additional eight point six percent (8.6%) plus 26 cents per transaction.  $Fee = (8.6\% \times \text{Transactions amount}) + .26$
5. Grantee agrees to acknowledge Grantor's assistance in this production in the program's credits.

6. 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, and Grantee shall make no such representation to anyone.
7. Grantee shall submit a full and complete report to Grantor 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 \_\_\_\_\_, and subsequent reports, if any, shall be due on the 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.
8. This grant is not earmarked 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 Grantor and Grantee.
9. Grantee 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).
10. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.
11. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, 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 Grantor, its officers, directors, trustees, employees or agents.
12. In the event of a dispute arising under the Agreement both parties agree to solve the dispute through mediation or binding arbitration as an alternative to litigation.
13. 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 the State.
14. 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 the Grant Agreement effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Grantor**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director

**Grantee**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Artist