

COMMUNITY VENTURE PARTNERS, INC.
FISCAL SPONSORSHIP AND PRE-APPROVED GRANT AGREEMENT

This agreement (the “*Agreement*”) sets forth our understanding whereby Community Venture Partners, Inc. (“*Grantor*”) a California public benefit corporation, with principal offices located at 73 Surrey Avenue Mill Valley, CA 94941, will sponsor the Project noted herein, on behalf of: _____ (the “*Grantee*”), located at _____.

The Board of Directors of Community Venture Partners, Inc. (“CVP”) has found, based in part upon the representations, warranties and agreements contained herein, the Grantee application for assistance to be consistent with furthering CVP’s charitable and educational purposes under Section 501(c)(3) of the Internal Revenue Code, and has therefore agreed to provide fiscal sponsorship to the Project known as:

1.1 NAME OF SPONSORED ORGANIZATION

NAME

1.2 PROJECT NAME / DESCRIPTION:

NAME OF PROJECT

As described in **Exhibit A**, dated _____, _____ and attachments.

1.3 OFFICERS, DIRECTORS, MANAGERS: The names and titles of all officers, directors, and /or Managers are as follows:

NAME – TITLE

NAME – TITLE

NAME - TITLE

1.4 BUDGET BREAKDOWN: Grantee has submitted a budget breakdown. Should additional funding be required, Grantor and Grantee will revise this Agreement by mutual consent.

1.5 GRANTOR DUE DILIGENCE AND TECHNICAL ASSISTANCE:

1. Review the Project to confirm that it will further the charitable and educational tax exempt purposes of the Grantor.
2. Review Grantee funding solicitation proposals and collaborative relationships for regulatory compliance.

1.6 GRANTOR RESPONSIBILITIES:

1. Grantor shall be responsible for its own internal costs in carrying out its obligations and responsibilities as fiscal sponsor, including but not limited to its ongoing costs of its overhead expenses and operations, postage, office supplies, board meetings and review, accounting, daily operations, accounting and bookkeeping, banking, taxes, tax reporting

and filings, payments and disbursements, office and administrative assistance, and its technology / web site maintenance.

1.7 GRANTEE REPOSIBILITIES:

1. Grantee agrees to execute the proposed Project with the greatest diligence and care to ensure its successful completion.
2. Grantee agrees to submit the content of any fundraising materials to be used for the solicitation of tax deductible funds, to the Grantor, for the Grantor's review and approval.
3. Grantee shall be responsible for its own internal costs in carrying out its obligations and responsibilities, including but not limited to its ongoing costs of its overhead expenses and operations, postage, office supplies, board meetings and review, accounting, daily operations, accounting and bookkeeping, banking, taxes, tax reporting and filings, payments and disbursements, office and administrative assistance, and its technology / web site maintenance, preparation of reports to the Grantor, and all other costs associated with the execution of the Project.
4. Grantee agrees to provide the Grantor with a complete list of all donors, investors or collaborators that have or may be approached by the Grantee to provide funding assistance to the Project.
5. Grantee shall be circumspect in its representations and communications with third parties about its fiscal sponsorship relationship with CVP. Grantee shall not make any claims or representations about "being a nonprofit" or otherwise having "nonprofit status," and understands and agrees that no such powers are conferred upon Grantee by this Agreement.

1.8 SOLICIATION OF FUNDS: Both the Grantee and Grantor may solicit gifts, pledges, contributions and grants from potential donors, in support of the purposes of the Project for Grantor's restricted fund for the Project. Grantor and Grantee agree to keep each other reasonably informed as to the progress of discussions and fund raising efforts. The Grantor will not be required to solicit funding for the Project.

1.9 FUNDING & USE OF FUNDS: Grantor will create a restricted accounting designated for the Project and will deposit all Project funds received by Grantor into that account (less any administrative charge or extra charges set forth below).

1. Grantor shall be responsible for the processing and deposit in the restricted monies it receives for the Project. Funds granted to the Grantee by the Grantor shall be used by the Grantee solely for the Project.
2. By applicable law, funds received by the Grantee from the Grantor shall be recorded as income of the Grantee for tax purposes.
3. By applicable law, the Grantor maintains full discretion and control over the funds it receives for the Project. The amount and date of each disbursement of funds to Grantee

shall be within the discretion of Grantor, but such disbursements shall not be unreasonably withheld and Grantor agrees to disburse such funds to the Grantee in a timely manner once funds are cleared and all Grantor conditions have been met.

4. Grantee shall be required to repay to Grantor any portion of the amount granted, by Grantor, which is not used for the purposes of the Project. Any changes in the purposes for which grant funds, raised by Grantor, are spent must be approved by Grantor before implementation.
5. Grantor retains the right, if Grantee materially breaches this Agreement, or if the Grantee's conduct of the Project jeopardizes the Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

1.8 ADMINISTRATION FEES & CHARGES: An administration fee will be charged to the Project and retained by the Grantor based on all donations or grants collected by the Grantor for the Project and funded through this fiscal sponsorship Agreement;

Administrative Fees on funds raised through Grantee Donors, solicited by the Grantee, shall be assessed at ___ percent of the total value of funds collected. Contributions of stocks, bonds or other assets (not cash) may require charges of additional processing fees.

1.9 COMPENSATION FOR OTHER SERVICES BY GRANTOR: It is understood and agreed that should CVP provide other services in addition to fiscal sponsorship or fundraising, as noted herein, that such services will be compensated under separate agreements between the parties.

1.10 INTEREST BEARING FUNDS: Any interest earned on funds deposited in the Grantor's restricted Project account shall be retained in Grantor's general fund.

1.11 ESCROW REQUIREMENT ON MATCHING FUNDS: Funds contributed as matching funds by a donor shall be escrowed into the CVP Project account or accounted for by some other mutually agreed upon method to show matching funds, prior to disbursement of new funds raised, to guarantee to the contributing donor that a match was made.

1.12 TERM OF FISCAL SPONSORSHIP: Notwithstanding anything to the contrary contained herein, This Agreement and all its provisions shall apply to the Project for a period of no less than one (1) year, or for as long as the parties agree to continue this Agreement or to comply with any legal requirements of the Grantee to do so.

1.13 REPORTING: Grantee agrees to make regular reports to Grantor regarding the use of funds for the Project and the progress of the Project for a period of no less than one year, or longer if required by any Donor or stipulated as the time limit of this Agreement.

1.14 CONFIDENTIALITY: Grantor agrees to hold all information received from Grantee regarding any contemplated Transaction in confidence until after the consummation of such Transaction; provided, however, that Grantor may use and disclose any such information as it deems appropriate to encourage Donors to fund the Project.

OTHER PROVISIONS

2.1 RELATIONSHIP OF PARTIES: Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever. 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. The Project and all Projects sponsored by the Grantor are considered independent contractors and are not part of the Grantor organization. Nothing in this Agreement will be construed to give either party the power to direct or control the day-to-day activities of the other. The Grantee is responsible for reporting any funding received as income to the IRS.

2.2 GRANTEE RESPONSIBILITIES: Grantor shall not be responsible for community Projects, publicity, fundraising events, accounts payable and receivable, negotiation of leases and contracts, insurance, day-to-day disbursement of Project funds, or other matters related to Project activities of the Grantee. Grantee shall assume full and complete responsibility for all liabilities to third parties incurred in connection with the Project including but not limited to any and all claims whether asserted or unasserted while this Agreement is in effect.

The Grantee represents and warrants that:

1. It has timely paid all taxes it is required to pay and timely paid or withheld with respect to any person, including each of its employees, members, partners and creditors, the entire amount of any tax required to be paid or withheld with respect to any such person (and timely paid over any withheld amounts to the appropriate taxing authority).
2. It has prepared and timely filed all required federal, state, local and foreign returns, estimates, information statements and reports ("**Returns**") relating to any and all taxes concerning its operations, and such Returns are true and correct and have been completed in accordance with applicable law.

2.3 CONDUCT OF BUSINESS & INSURANCE: Grantee agrees to conduct all its business in accordance with applicable laws and prudent business practices, and agrees to obtain and maintain all required licenses, personal and professional consents and releases, and rights, etc. as may be reasonably necessary to complete the Project. Grantee agrees to obtain and maintain customary and appropriate liability insurance policies (Errors & Omissions and General Liability) with coverage in amounts commensurate with the potential risks particular to the Project and prudent business practices.

2.4 RIGHT TO AUDIT: Grantee shall keep full and accurate records of all funding spent. Grantor and its agents, contractors and assignees shall have the right to examine and audit the records of the Grantee and to make and take away copies thereof to confirm that monies granted hereby were allocated in accordance with the charitable purposes of the Grantor, in accordance with the itemized Budget to confirm the accuracy of Grantee's expenses and otherwise verify Grantee's compliance with this Agreement.

2.5 LEGISLATIVE INFLUENCE PROHIBITED: No funding received from any Donor shall be used in any attempt to influence legislation within the meaning of Internal Revenue

Code Section 501(c)(3). Grantee represents and warrants to Grantor that Grantee does not have any agreement or understanding of any kind to make any such attempt.

2.6 POLITICAL ADVOCACY PROHIBITED: No funding received from a Donor for the Project shall be used 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, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.

2.7 REQUIRED NOTICES: Grantee shall notify Grantor immediately of any change in either (a) Grantee's legal or tax status or (b) Grantee's executive staff or key staff responsible for the Project.

2.8 PENDING LEGAL ACTION: Grantee affirms that to the best of its knowledge there are no liens pending or threatened against the Project, and no litigation or other legal actions pending or threatened against the Project at this time that might interfere with or delay the scheduled completion or distribution of the Project.

2.9 INDEMNIFICATION: The parties to this Agreement agree to indemnify and hold each other harmless from and against all claims, damages, costs and expenses, including reasonable attorney's fees that may result from the actions of the other in the fulfillment of the obligations of this Agreement. Regarding the Project, Grantee agrees to indemnify Grantor in all claims or suits including, but not limited to, all claims or suits regarding workmanship, professional liability, accidents, construction, contracts, libel, slander or other forms of defamation; invasion or infringement of the right of privacy or publicity; infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name; unfair competition; plagiarism, piracy or misappropriation of ideas under implied contract or any other act, error or omission; or other claim arising out of matter or material distributed, broadcast, telecast, cablecast, syndicated, produced, exhibited, created or advertised.

2.10 LIMITATION OF LIABILITY: In no event shall Grantor be liable to Grantee or any third party for any special, consequential, incidental or indirect damages, losses, costs or expenses of any kind, however caused and whether based on contract, tort or any other theory of liability, regardless of whether Grantor has been advised of the possibility of such damages. In no event shall Grantor's aggregate liability to Grantee or any third party under this agreement exceed the amounts paid to Grantor by Grantee hereunder.

2.11 TERMINATION: The Grantor may terminate this Agreement immediately and at any time without cause or for any reason it deems, in its sole opinion, to be justified upon notice to the Grantee. The Grantee may terminate this Agreement on thirty (30) days written notice to the Grantor. In the event that the Grantor terminates the Agreement, the disposition of the balance of assets in Grantor's restricted fund earmarked for the Project, less any fees and charges due the Grantor, will be determined based on the grounds for termination.

Notwithstanding any termination of this Agreement, the obligations of the parties hereto contained in the paragraphs hereof entitled "USE OF FUNDS", "ADMINISTRATION FEES & CHARGES", "REPORTING", "OWNERSHIP, RIGHTS AND REVENUE PARTICIPATIONS", "CREDITS", "CONFIDENTIALITY", "RELATIONSHIP OF

PARTIES”, “GRANTEE RESPONSIBILITIES”, “CONDUCT OF BUSINESS AND INSURANCE”, “RIGHT TO AUDIT”, “LEGISLATIVE INFLUENCE PROHIBITED”, “POLITICAL ADVOCACY PROHIBITED”, “REQUIRED NOTICES”, “INDEMNIFICATION”, “LIMITATION OF LIABILITY”, “ARBITRATION”, “GOVERNING LAW”, “SEVERABILITY”, and “NOTICES” shall survive any termination of this Agreement.

2.12 ARBITRATION: In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the parties agree to attempt to resolve the matter themselves in an amicable manner. Failing such resolution, any dispute under this Agreement shall be resolved by binding arbitration in accordance with the rules of JAMS. Any award or order made in any such arbitration may be entered in a court of competent jurisdiction. Any dispute, and the resolution thereof in any manner, shall be and remain confidential. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

2.13 GOVERNING LAW: 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 enforced entirely within such state, without regard to the conflict of laws principles thereof.

2.14 SEVERABILITY: If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

2.15 NOTICES: All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or sent by facsimile or otherwise delivered by hand or by messenger:

1. if to Grantor, to Community Venture Partners, Inc., at 73 Surrey Avenue Mill Valley, CA 94941 Attn: Robert J. Silvestri, or bsilvestri@communityventurepartners.org, as may be updated in accordance with the provisions hereof;
2. if to Grantee, to _____ Attn: _____, as may be updated in accordance with the provisions hereof.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer.

2.16 ENTIRE AGREEMENT: This Agreement constitutes the only agreement between the parties and shall supersede any prior oral or written understandings or communications between

the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing, signed by both parties hereto.

If this letter properly sets forth our agreement, please indicate your approval by signing in the space provided below and initialing each attached Exhibit. Facsimile and PDF signatures are acceptable for this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the ____ day of _____, _____.

GRANTOR:

**COMMUNITY VENTURE PARTNERS,
INC.**

By: _____

Name:

Title:

GRANTEE:

NAME

By: _____

Name: _____

Title: