

Effective Date of Fiscal Sponsorship:

FUND ID:

For internal use only

Name of Fund:

Charitable Purpose of Fund:

Fund Representative Information:

Please provide contact information for representatives of the Fund.

Fund Representative 1			
Last name:		First name:	
Organization:		Title:	
Mailing Address:			
Email Address:	Home Phone:	Business Phone:	Cell Phone:
Contact for official communications? <input type="radio"/> Yes <input type="radio"/> No			
Contact Preference: <input type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Mail			

Fund Representative 2 (optional)			
Last name:		First name:	
Organization:		Title:	
Mailing Address:			
Email Address:	Home Phone:	Business Phone:	Cell Phone:
Contact for official communications? <input type="radio"/> Yes <input type="radio"/> No			
Contact Preference: <input type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Mail			

Description of Sponsored Program or Scope of Work:

The charitable work of Fund's Sponsored Program consists of:

Fund Representative Acknowledgment and Signature:

I/We acknowledge that I/we have read the Foundation's *Terms and Conditions* attached hereto and agree to the fees, terms and conditions described therein. I/We hereby certify, to the best of my/our knowledge, all information presented in connection with this form is accurate, and I/we will notify the Foundation promptly of any changes. I/We also represent that I/we have authority to enter into this agreement on behalf of the Fund listed herein.

Print: _____
Fund Representative 1

Signature: _____

Dated: _____

Print: _____
Fund Representative 2

Signature: _____

Dated: _____

San Joaquin Community Foundation Signature

By: _____
Authorized Representative

Dated: _____

Terms and Conditions:

Recitals:

This Fiscal Sponsorship Agreement is entered into by and between the San Joaquin Community Foundation ("Sponsor"), and the Fund Representative.

Sponsor has an Internal Revenue Service ("IRS") determination letter of qualification under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is classified as a public charity under Code Sections 509(a)(1) and 170(b)(1)(A)(vi). This Fund does not have an IRS determination letter of qualification under Section 501(c)(3) of the Code but desires to engage in charitable work that is consistent with the mission of Sponsor. In furtherance of its charitable purposes, the Fund Representative operates a program (the "Sponsored Program") as described herein.

The Fund Representative desires to have Sponsor act as its fiscal sponsor for the purpose of soliciting and receiving gifts, grants, contributions and other revenues (collectively, "donations") and distributing such funds to support a charitable project, subject to Sponsor's oversight, to be used exclusively in support of the Sponsored Program;

Sponsor has determined that the Sponsored Program furthers Sponsor's charitable goals and tax-exempt purposes and enters into a fiscal sponsorship agreement with the Fund Representative whereby Sponsor will receive donations on its own behalf and disburse such funds as directed by the Fund Representative in support of the Sponsored Program, in accordance with the terms and conditions of this Agreement.

Sponsored Program Activities. The Sponsor shall act as principal managers of the Sponsored Program and carry out the work described in the Scope of Work. Sponsor retains oversight authority to ensure that the funds disbursed by are used in support of the Sponsored Program and used for their intended charitable purposes.

Receipt and Disbursement of Funds; Variance Power. In connection with its sponsorship of the Fund, Sponsor agrees to receive donations that are designated as made in support of the Sponsored Program ("Sponsored Program Funds"). Sponsor anticipates granting Sponsored Program Funds according to the Scope of Work, in furtherance of the Sponsored Program (less any support fees). Sponsor will disburse Sponsored Program Funds, assuming sufficient funds are available, according to the Scope of Work; provided, however, that in order to receive further disbursements the Fund and recipients of expenses/grants paid from the fund must be in compliance with all of its obligations under this Agreement.

The Fund Representative(s) assumes the risk that any funding source may exercise its discretion not to grant or not to appropriate funds to Sponsor for the support of the Sponsored Program. The parties intend that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Sponsored Program Funds as Sponsor's assets while this Agreement is in effect. Sponsor, in its sole discretion, shall have the right to withhold, withdraw, or demand the immediate return of any Sponsored Program Funds if, in Sponsor's reasonable judgment, the Fund materially breaches this Agreement or cannot accomplish the purposes of the Sponsored Program. Sponsor retains the right, in its sole discretion, to redirect the Sponsored Program Funds to a different charitable purpose or beneficiary if the purpose of the Sponsored Program becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by Sponsor.

Substantiation of Charitable Donations. Sponsor agrees that all Sponsored Program Funds will be reported for federal tax purposes as contributions to Sponsor and further agrees to acknowledge receipt of such Sponsored Program Funds in writing to donors, as required under federal tax law, and to furnish evidence of Sponsor's status as an organization qualified under Section 501(c)(3) of the Code to donors on request.

Financial Accounting and Reporting. Sponsor will maintain books and financial records for the Sponsored Program in accordance with generally accepted accounting principles, shall retain records as long as required by law and shall make records available to auditors as required by law. The Fund will reflect the activities of the Sponsored Program, to the extent required, on its state and federal tax and information returns and financial reports. All disbursements from the Sponsored Program Funds shall be made payable to cover expenses/grants that further the charitable work of the Sponsored Program.

Restrictions on Use of Sponsored Program Funds; Tax-Exempt Purposes. The Sponsor shall use the funds it receives solely for purposes of the Sponsored Program and shall not use such funds in any way that will jeopardize the tax-exempt status of Sponsor.

Restrictions on Use of Sponsored Program Funds; Prohibited Activities. No portion of the Sponsored Program Funds shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, support terrorist activities, terrorist organizations or individuals who engage in or support terrorist activities, or take any other action inconsistent with qualification under Section 501(c)(3) of the Code.

Support Fees. As a nonprofit public benefit organization, the Foundation supports its work on behalf of fundholders and the community by charging support fees to manage charitable funds. Within the Foundation, the fees cover fund establishment, gift acknowledgment, accounting, auditing, and special requests. For the community, the fees are used strategically to improve lives by initiating or partnering in efforts to address key local issues, paying attention to areas of community need not covered by other organizations. The Foundation's commitment to the local community is what sets the Foundation apart from commercial charitable funds, and all of the fees paid by fundholders stay in the region to support the work that the Foundation does in partnership with fundholders.

The Foundation shall retain reasonable compensation for its services and expenses. Such compensation shall be established by the Board of Directors of the Foundation. Fees are determined by the level of service required to administer the fund as well as by the amount in the fund, and are initially set at the time the agreement is signed. The Support Fee structure may be amended from time to time by the Foundation's Board of Directors with 45 days' written notice to the Fund Representative(s).

The fee associated with this unique fiscal sponsorship fund shall be*: _____%

**this fee may be changed at a later date upon both parties agreement.*

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Fiscal Sponsorship Agreement
Fund Representative(s) Initial(s) _____

Duration of Agreement. This Agreement shall remain in effect until Sponsor or Fund Representative(s) terminates this Agreement.

Termination. Either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party.

Disposition of Sponsored Program Funds in Termination. If there are any Sponsored Program Funds remaining after this Agreement has terminated, the following terms and conditions shall apply, subject to Sponsor's variance power:

- a. If the Fund Representative(s) have received a determination letter from the IRS of its qualification under Section 501(c)(3) of the Code, Sponsor shall transfer the balance of all Sponsored Program Funds, net of any liabilities incurred by Sponsor in connection with the Sponsored Program, to the 501(c)(3) organization for use in the Sponsored Program.
- b. If the Fund Representative(s) have entered into a written fiscal sponsorship agreement with another fiscal sponsor that has an IRS determination letter of qualification under Section 501(c)(3) of the Code, then Sponsor shall transfer the balance of any Sponsored Program Funds, net of any liabilities that Sponsor has incurred in connection with the Sponsored Program, to such new fiscal sponsor for use in the Sponsored Program.
- c. In the event that the Fund Representative(s) have not received an IRS determination letter from the IRS of qualification under Section 501(c)(3) of the Code or entered into a written fiscal sponsorship agreement with another fiscal sponsor that has an IRS determination letter of qualification under Section 501(c)(3) of the Code, Sponsor may allocate the Sponsored Program Funds in any manner consistent with applicable tax and charitable trust laws.

Indemnity. The Fund Representative(s) hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, 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 the Fund Representative(s), its employees or agents, in applying for, accepting, expending or applying Sponsored Program Funds, or in carrying out the Sponsored Program, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any negligent act or omission of Sponsor, its officers, directors, trustees, employees or agents.

Entire Agreement/Supersedes Prior Agreements. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings between the parties as to such matters, oral or written, all of which are hereby canceled.