

This is an agreement made on _____, 2025 (date), by and between Central Alabama Community Foundation (Sponsor) and _____ (Project).

Contact Name, email, phone:

Sponsor: The Sponsor is a nonprofit corporation, exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code, as amended. It is formed for purposes, which include making a difference in the lives and future of people in the River Region and Wiregrass area and enhancing the quality of life for the benefit of people in the River Region and Wiregrass area.

Project: _____ is an unincorporated organization formed for the purpose of providing support for _____.

The Agreement: The Sponsor is willing to receive tax-deductible charitable contributions for the benefit and use of implementing the Project. The Project, with the administrative assistance of the Sponsor, desires to use these funds in order to implement the Project’s purposes.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. **Receipt of Funds:** The Sponsor agrees to receive grants, contributions and gifts to be used for the Project, and to make those funds available to the Project.
2. **Acknowledgement of Charitable Donations on Behalf of the Project:** The Sponsor agrees that all grants, charitable contributions and gifts which it receives for the Project will be reported as contributions to the Sponsor as required by law, and further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of its status as an exempt organization under IRS Section 501(c)(3) to the donor upon request. The Sponsor agrees to notify the Project of any change in its tax-exempt status.
3. **Protection of Tax-Exempt Status:** The Project agrees not to use funds received from the Sponsor in any way which would jeopardize the tax-exempt status of the Sponsor. The Project agrees to comply with any written request by the Sponsor that it cease activities which might jeopardize the Sponsor’s tax status, and further agrees that the Sponsor’s obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by the Sponsor before implementation. The Sponsor retains the right, if the Project breaches this Agreement, or if the Project jeopardizes the Sponsor’s legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
4. **Use of Funds:** The Sponsor also authorizes the Project to make expenditures, which do not exceed total contributions for the Project, on its behalf for use in the Project. The Project agrees to use any and all funds received from the Sponsor solely for legitimate expenses of the Project and to account fully to the Sponsor for the disbursement of these funds. On behalf of and with its funds, the Sponsor will pay for the Project’s qualified

expenses in accordance with Project's budget approved by the Sponsor. The Sponsor will obtain authorization from the Project to pay these expenses using the Project's funds.

5. Financial Procedures: The Project must act within the Project's budget approved by the Sponsor.
6. Reimbursement of Administrative Support: In addition to serving as fiscal sponsor for the Project, the Sponsor will provide administrative support. The Project will reimburse the Sponsor for administrative tasks. The fee for reimbursement will be in accordance with the fee schedules established by the Foundation (currently 5% of contributions). The fee may be adjusted by the Sponsor, if the Sponsor determines that actual cost of fiscal sponsorship exceeds the fee set forth in the fee schedule.
7. Financial Accounting and Reporting: The Sponsor will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Sponsor will provide reports reflecting revenue and expenses to the Project on a calendar monthly basis or as requested.
8. Governance: Authority to manage the programmatic activities of the Project is delegated to the Project, subject at all times to the ultimate direction and control of the Sponsor's Board of Directors.
9. Fundraising: The Project may solicit gifts, contributions, and grants on behalf of the Sponsor which are earmarked for the activities of the Project. The Project's choice of funding sources to be approached and the text of the Project's letters of inquiry, grant applications, and other fundraising materials are subject to approval by the Sponsor. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by the Sponsor. The cost on any reports or other compliance measures required by such funding sources shall be borne by the Project. The Sponsor shall be responsible for the processing and acknowledgement of all monies received for the Project, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if the Project desires to apply for government or public agency grants, the Project must get advance approval to do so from the Sponsor.
10. Hold Harmless: The Project agrees to the fullest extent permitted by law, to defend indemnify and hold harmless the Sponsor and their officers, agents departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorney's fees arising out of or resulting from the performance of the Project's obligations or any negligent act or omission of the Project or anyone directly or indirectly employed by the Project.
11. Miscellaneous: 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 prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorney's fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. Time is of the essence of this Agreement and of each and every provision hereof.
12. Arbitration: In the event of any dispute under this Agreement, the parties shall 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 Montgomery, AL. Any award or order made in any such arbitration may be entered as a judgment in a court of competent jurisdiction. Any dispute, and the resolution thereof in any manner, shall be and remain confidential information, and all parties shall protect the confidential

information from public disclosure, using any and all reasonable legal and technical means.

13. Renewal of this Agreement: If both the Sponsor and Project desire to do so, this Agreement may be renewed annually thereafter.
14. Termination: Either party may terminate this Agreement by giving 60 days' written notice to the other party. If the Project will continue to exist but one of the parties desires to terminate the Sponsor's fiscal sponsorship of the Project, the following terms and conditions shall apply. Another nonprofit corporation which is tax-exempt under IRS Section 501(c)(3) and is not classified as a private foundation under IRS Section 509(a) must be willing and able to sponsor the Project (the Successor). The Successor must be identified by the end of the 60-day written notice period. If a Successor to sponsor the Project cannot be found, the Project shall have an additional 60 days to find a Successor willing and able to sponsor the Project. When a Successor is found, the balance of assets held by the Sponsor for the Project, together with any other assets held or liabilities incurred by the Sponsor in connection with the Project, shall be transferred to the Successor by the end of the notice period or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required. If the Project has formed a new organization qualified to be a Successor as set forth in the paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code no later than the end of the notice period or any extension thereof. If no Successor is found, the Sponsor may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.
15. Entire Agreement: This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of the Agreement and are incorporated by reference. This Agreement, including any Attachments hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

This Agreement will remain in force until the stated end of the project or annual renewal _____, **2026** (date) or it is terminated within 60 days written notice by either the Sponsor or the Project, whichever date is sooner.

By signing below, both parties agree to execute this Agreement on the day and year first written above.

Burton U. Crenshaw, Sponsor President

Project Contact

Date

Project Contact

Date