



★ ARTRAIN GRANT-BASED FISCAL SPONSORSHIP APPLICATION & AGREEMENT

Eligibility for fiscal sponsorship is determined through a tiered application process. Together the completed Agreement and executed Sponsorship Agreement become the governing document for an Artrain fiscal sponsorship project.

Date Submitted _____ Project Start Date _____ Project End Date _____

Project Name _____

Business/organization Name _____ TIN/SS# _____

Applicant phone _____ Applicant_email _____

Primary contact name _____

Primary Contact title _____

Primary contact number _____ Primary Contact_email _____

Mailing address _____

City _____ ST _____ Zip _____

Website _____ Facebook _____

Twitter _____ YouTube _____ Instagram _____

★ DONATIONS AND RECEIPTS OPTIONS – Indicate those that you intend to seek and accept

- GRANTS** - Grant applicants must complete and submit the **Grant Review Agreement** along with all required support materials at least seven (7) days in advance of the grant deadline or project start date, though applicants are encouraged to seek approval a minimum of one month before a grant deadline.

★ FEES – PLEASE CHECK EACH TO ACKNOWLEDGE THAT YOU WILL BE PAYING THESE FEES.

- Artrain Administrative Fees**
- Grant-based Fiscal Sponsorship – Artrain will retain 7.5% to 10% of all contributions as an administrative fee (determined after reviewing the reporting requirements of the grant.)

★ GENERAL FISCAL SPONSORSHIP AGREEMENT

General Agreement Terms

- **Term of Fiscal Sponsorship** - Your project start and end dates are assumed to be the term of this fiscal sponsorship specified herein or, if not specified, the calendar year. To extend your term, a request in writing or by email is required 30 days before the end date listed above.
- **Project Changes** - Any significant change in the name, project, mission, purpose or personnel affiliated with the applicant requires a renewal of the Agreement. Artrain has the exclusive authority, at its discretion, to determine what is considered a “significant change.”
- **Donor Stewardship and Confidentiality** - Applicant acknowledges that while donors are making gifts in support of the applicant’s project, the contributions are made directly to Artrain. Therefore the donor becomes an Artrain donor. Artrain abides by the best practices of donor stewardship. It respects donor intent, confidentiality and does not sell names or lists to any other persons firms or organizations. Applicant agrees that Artrain’s stewardship practices are to be followed.

- **Ownership of Work Product** - Title to and ownership of all creative pieces, written documents, designs, artworks, publications and reports by applicant, shall be and remain the property of the applicant except for work product created by Artrain, to which Artrain will retain title to and ownership of.
- **Recognition and attribution** - The applicant agrees to list Artrain, Inc. as a formal sponsor and place the Artrain logo on all promotional, solicitation and on the final product materials.

Use of Funds

- **Use for Project Only** - Applicants must use funds raised solely for the purpose stated in the Agreement. Any deviation from said purpose or improper use of funds is subject to persecution and all costs associated with such action, including costs to Artrain, is the responsibility of the applicant.
- **Donor Recall** - If any donor raises a concern about the applicant's use of funds and rescinds their donation or requests that their donation be reimbursed with or without cause, Applicant will reimburse said funds to Artrain. If Applicant fails to reimburse the requested funds, Artrain may repay the donor from the 17.5% fund hold, thus reducing the net amount owed to applicant at the completion of the project.
- **No Advocacy or Lobbying Use** - Applicants will not, and will not permit their projects to, participate in or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office, or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986). The applicant is also responsible for abiding by the law as defined in the same section of the Internal Revenue Code.

Reporting

Regardless of the official reporting required by any donor or foundation, the applicant must still submit regular reports to Artrain as required. Applicants are required to follow the reporting format outlined in forms provided by Artrain.

- **Interim reports** are due for every six month period. Due date is 15 days after the close of the sixth month.
- **The Calendar Year Report** – due by January 31st for the 12 month period January 1 – December 31 of the previous year. **Please note:** The Calendar Year report is critically important to Artrain's annual IRS filing. It must be received on time.
- **Final Report** - due 30 days after the project completion and before all funds are released.
- **Failure to submit** a report within 30 days of the deadline may result in revocation of the applicant's fiscal sponsorship status and the forfeiture of any funds held by Artrain.
- **Accuracy** - Artrain, Inc. and/or any other funder shall have the right to review for accuracy all of the applicant's financial reports and balance sheets.
- **Petition to Reinstate Fiscal Sponsorship** – Applicant may request to be reinstated in Artrain's fiscal sponsorship program after submitting all reports due.

IRS Documents and Tax Reporting

- **IRS W-9** - Applicants are required to complete and return an IRS W-9 form.
- **Annual IRS 1099** - Applicant will receive a 1099 in the name indicated on the IRS W-9 form each year for the funds distributed in the calendar year.

Applicants are encouraged to seek counsel to review the tax ramifications of the grants or contributions received through Artrain's fiscal sponsorship. Applicants should determine if such contributions are to be considered income, as well as the appropriate accounting guidelines for tax returns.

- **Sales Tax** - Artrain, Inc. denies any liability for the collection of any sales tax from or by any participant in any events/projects/campaigns/operations, and the applicant agrees to be responsible for any governmental reporting requirements.

Independence, Compliance, Indemnification, Jurisdiction, ETC.

- **Independency** - In the performance of their respective duties and obligations under this Agreement, each party is an independent, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

Applicant shall not be deemed to be an employee of Artrain for purposes of wages, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws or for any other purpose. Applicant, its employees and agents, is solely responsible for workers' compensation, unemployment compensation, taxes, Social Security and fringe benefits.

The applicant will obtain any and all necessary tax identification numbers, workers' compensation insurance and payment of any and all withholding FICA, FUTA and any other taxes of any nature whatsoever and remain solely responsible for engaging the services of any people necessary for the event/project/campaign or operation including employees, independent Applicants and consultants.

- **Compliance with federal, state and local laws** - The applicant is acting on its own and agrees to comply with all federal, state and local laws.
- **Entire Understanding** - This Agreement, including any exhibits, addenda and/or riders attached hereto, expresses the understanding between the parties relating to the subject matter here of and may not be altered or otherwise modified except in writing and signed by Artrain and Applicant in the same manner as the Agreement.
- **Assignments** - Applicant shall not assign the terms of the Agreement, or any part thereof, or subcontract all or any part of the services to be performed hereunder, without the prior written consent of Artrain.
- **Indemnity** – Applicant hereby agrees to protect, indemnify and hold harmless Artrain from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and attorney's fees) of any nature whatsoever resulting from, arising out of, or in any way connected with the Services Performed including but not limited to, those resulting from or arising out of (a) the unauthorized use of any idea, creation, literary, musical or artistic material or intellectual properties in association with the Services Performed; (b) any act done or words spoken by Applicant, its agents, employees, volunteers or invitees during or pertaining to the Services Performed; (c) any damages incurred, or any part thereof or any injury or death of any person or persons caused by the act or omission of either the Applicant or its agents, employees, volunteers or invitees; (d) the breach by Applicant of any term of this Agreement.
- **Claims/Arbitration** - All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Any arbitration shall occur in Washtenaw County, Michigan. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- **Jurisdiction** - This Agreement and resulting agreement shall be deemed to be an agreement under the laws of the state of Michigan and for all purposes shall be construed and enforced in accordance with and governed by such laws. The parties hereby submit to the jurisdiction of the courts of the state of Michigan and agree that said courts shall have exclusive jurisdiction over any dispute arising out of or relating to the Agreement.
- **Cancellation** - Notwithstanding anything set forth herein, either party may terminate this Agreement by giving 30 days prior written notice to the other party. Artrain reserves the right to revoke fiscal sponsorship at any time if the applicant does not comply with Artrain requirements for use of that status.

★ SIGNED AND AGREED

I/we, have read *Artrain's Fiscal Sponsorship Guidelines* and that by completing, submitting and signing this application and agreement. I/we agree to the terms, procedures and requirements stated in the guidelines and in this application and agreement.

Organization/Business if applicable _____

Project Name_____

Term of fiscal sponsorship (choose one)

Calendar year ending December 31, _____

Specific term start date _____ end date_____

Applicant/Contact 1 Name_____ Title_____

Applicant/Contact 1 signature_____ Date_____

Applicant/Contact 2 Name_____ Title_____

Applicant/Contact 2 signature_____ Date_____

★ON BEHALF OF ARTRAIN, INC.

Deb Polich_____ Date_____

President/CEO

MORE on NEXT PAGE about submitting application, agreement and payment.

THE FOLLOWING MATERIALS ARE REQUIRED TO COMPLETE THIS APPLICATION:**For All Applicants:**

- Purpose of fiscal sponsorship request (project description).
- Project/business plan, budget and bios of artistic team (if applicable).
- Resume(s) of applicant/primary and, if applicable, other principals
- Completed IRS W-9 form.
- Three letters of reference with contact information for verification OR
Two signed letters & one final report from a previously funded grant.
- \$50.00 Application fee (payable to Artrain, Inc.).

For Organization/Business Applicants

- List of organization/business board of directors and/or principals.
- Articles of Incorporation.
- If available, audit, annual report or current financial report (balance sheet & income statement).

PAYMENTS

Agreement fee \$50.00 + Optional Online Credit Card Setup Fee _____ = Total _____.

- Check - made payable to Artrain, Inc.
- Credit Card – preferred.

Name on Credit Card _____

Billing address _____ City _____ ST _____ Zip _____

Card # _____ Exp. Date _____ Vcode _____

Signature _____

PLEASE SUBMIT THIS COMPLETED APPLICATION AND ALL REQUIRED SUPPORT MATERIALS AND FEES to

EMAIL (preferred): subject: Fiscal Sponsor Program
deb.polich@artrain.org
734.747.8300

Mail **Artrain, Inc.**
Attn: Fiscal Sponsorship Program
1100 North Main Street #A
Ann Arbor, MI 48104