



Las Vegas Arts Council (LVAC) and _____
Name of Project

The Las Vegas Arts Council is a 501 (c)(3) Association formed for the purpose of promoting Art and Cultural activity in the Las Vegas, NM area.

The Project is an organization formed for the purpose of _____

1. LVAC agrees to receive tax deductible charitable contributions to be used for the Project and to make these funds available for the purpose of the Project. These contributions will be made to and reported as contributions to LVAC as required by law. Written acknowledgment of funds received will be sent upon donor request with evidence of the 501(c) (3) status. Funds are deposited in the LVAC bank with a sub-account for the Project. Monthly reports will reflect revenue and expenses for the Project and will be provided to the Project if requested.
2. The Project authorizes LVAC to pay on a monthly basis 10% of all actual income from the organization's sequestered funds. An invoice reflecting these costs will be provided to the Project.
3. Any change in the purpose for which grant funds are spent must be approved in writing by LVAC before implementation. LVAC retains the right, if the Project breaches this Agreement, or if the project jeopardizes the legal or tax status of LVAC, to withhold, withdraw, or immediately return grant funds.
4. Unless otherwise agreed, all paid personnel working on the Project will be independent contractors subject to their own reporting, benefits and tax procedures. They must act in ways consistent with LVAC's mission and policies.
5. Authority to manage the programmatic activities of the Project is retained by the Project. Programs directly involving children must have appropriate waivers signed by parents/guardians.
6. The organization shall prepare and submit a monthly report, which shall include volunteer hours and estimated number of individuals attending any scheduled event.
7. Any promotional or program material developed by the organization shall acknowledge Las Vegas Arts Council (posters, ads, web sites, slides, event handouts, etc.).

PROCESSES FOR WITHDRAWING FUNDS

8. Project can use only funds in its sub-account and for purposes which are in compliance with LVAC bylaws.
 - A. Complete a *LVAC Check Request Form* accompanied with an invoice or receipt for the amount requested
 - B. Present the request and documentation to the office for processing.
 - C. After review the requested checks will be available for disbursement. Project will be notified of disbursements made directly to vendor(s).

9. Either party may terminate this agreement by giving 30 days written notice to the other party. If the Project will continue to exist but one of the parties desires to terminate the fiscal sponsorship, the following terms and conditions apply:

A. Another nonprofit who is tax exempt under IRC Section 501(c) (3) and is not classified as a private foundation under Section 509(a) must be willing and able to sponsor the Project (Successor)

B. Prior to transfer of funds, any Successor shall provide to LVAC written verification that Successor agrees to serve as Project's Fiscal Sponsor and qualifies to serve under Section 9.A above.

C. If a Successor is found, or if the Project has formed a new organization qualified to be a Successor, the balance of the Project's assets and liabilities held by the LVAC shall be transferred to the Successor at the end of the notice period, subject to the approval of any third parties (including funding sources) that may be required.

D. If no qualified 501(c)(3) Successor is found within one (1) year, LVAC may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

By signing below, both parties agree to execute this agreement starting this date which will be in force for one year at which time it will be reviewed for renewal or termination before year end with 30 days notice.

LVAC

_____ Date _____
President (signature)

Printed name _____

_____ Date _____
Other (signature)

Printed name _____

PROJECT

_____ Date _____
Director (signature)

Printed name & title _____ Date _____
Other (signature)

Printed name _____