



FISCAL SPONSORSHIP AGREEMENT

This Agreement is between GROW (“Fiscal Sponsor”) and **P-Patch** (“Sponsored Organization”), who agrees as follows:

1. Fiscal Sponsor is a Washington nonprofit corporation, tax exempt under Internal Revenue Code Section 501(c)3 and the corresponding provision of state law. Fiscal Sponsor’s charitable purpose is to build healthy and diverse communities by fostering community gardens, urban farms and green space. This is accomplished through public engagement, partnerships, leadership development, advocacy and land acquisition. Fiscal Sponsor enters into this Agreement to further this tax-exempt purpose.
2. Sponsored Organization is a loose affiliation of individuals (and/or organizations) who desire to carry out the following charitable activities: raise funds to develop and improve the **P-Patch** (the “Project”). The Sponsored Organization shall operate in a manner consistent with the Fiscal Sponsor’s tax-exempt status. No changes in the purposes or activities of the Sponsored Organization shall be made without prior written consent from Fiscal Sponsor, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes Fiscal Sponsor’s tax-exempt status. It is not the Fiscal Sponsor’s intention to interfere in the content of the Project as except otherwise may be restricted by contract or law.
3. Sponsored Organization shall not attempt to influence legislation or participate or intervene in any political campaign on behalf of or in position to any candidate for public office or otherwise engage in the carrying on of propaganda within the meaning of 501(c)(3) of the Internal Revenue Code of 1986.
4. This Agreement shall commence on **2024**, and shall continue indefinitely until terminated upon by giving thirty (30) days written notice to the other party. Unless otherwise agreed by the parties or required by the terms of a contribution or grant, funds remaining in the Project fund shall not be transferred to any person or entity without written consent from the Fiscal Sponsor and shall be restricted to transfer to a 501(c)3 organization, and consistent with any agreement Fiscal Sponsor may have entered into for the Project.
5. At all times during the term of this Agreement, the Project shall be considered a project of the Fiscal Sponsor. The Board of Directors of Fiscal Sponsor has the final authority concerning fund solicitation and the use of funds received for the Project. Sponsored Organization will submit for Fiscal Sponsor’s prior approval a copy of all written material that identifies Fiscal Sponsor with the Project, and all other written material requested by Fiscal Sponsor. Sponsored Organization will prepare all interim and final reports as required by funders of the Project. Sponsored Organization will submit all interim and final reports to Fiscal Sponsor for review and approval at least two weeks prior to the due date. Fiscal Sponsor will submit approved interim and final reports to funders.
6. The following persons are authorized to represent Sponsored Organization (please designate at least two people):
& . Sponsored Organization may change its representatives with prior written notice to the Fiscal Sponsor. The President of Fiscal Sponsor, or his or her designee, is authorized to represent Fiscal Sponsor.
7. Fiscal Sponsor will receive and administer all funds that Sponsored Organization will use to carry out the Project. A donation has to be made directly to the Fiscal Sponsor to be tax deductible. Sponsored Organization will send all required contribution

acknowledgements to donors. Fiscal Sponsor will include all funds received for the Project on its income tax returns. Sponsored Organization will assist Fiscal Sponsor by providing the information and reports that it requests.

8. It is the responsibility of the Sponsored Organization to raise funds, prepare annual budgets, and design and carry out their programs. The Sponsored Organization will determine how its money can be spent. Fiscal Sponsor will maintain internal control and compliance systems to assure that adequate funds are available and are allocated properly according to the approved budget. In addition, there are a few constraints, which are pretty much the same constraints you are bound by even if you are not fiscally sponsored: (a) Expenditures have to comply with the terms of grants and contracts you have received, as stipulated by the foundation or awarding agency and (b) Expenditures have to comply with laws, regulations and accounting standards governing the use of nonprofit funds.
9. Fiscal Sponsor will maintain Project funds in one or more bank accounts, which may include other Fiscal Sponsor funds. Revenues and expenses for your project will be accounted for separately within the sponsor's accounting system but Sponsored Organization will not have a separate bank account or be issued a petty cash account.
10. Any authorized representative of Sponsored Organization may request a payment or withdrawal of Project funds consistent with the Project budget approved by the Fiscal Sponsor. Appendix A, and made a part hereof, is a copy of the Fiscal Sponsor's expense authorization and check writing form with expense documentation requirements, e.g. information on name of payee, amount of check, purpose of check, funding source for payment. A completed form with approval and an original invoice, contract, receipt, or other evidence of amount owed should be mailed to GROW, or emailed to treasurer@grownorthwest.org. Fiscal Sponsor will make a good faith effort to promptly make payments or withdrawals upon receipt of proper authorization and documentation. Sponsored Organization will promptly reimburse Fiscal Sponsor for any amounts improperly expended by Sponsored Organization.
11. Fiscal Sponsor will keep and maintain accurate, complete and separate Project records in accordance with generally accepted accounting principles, showing all Project assets, liabilities, income, and expenditures. Fiscal Sponsor will prepare an annual Project income/expense statement for delivery to Sponsored Organization within thirty (30) days after the close of the period, or as often as quarterly if requested. Sponsored Organization, through its authorized representatives, may inspect any Project records at any reasonable time with consent of the Fiscal Sponsor, which consent will not be unreasonable withheld. Fiscal Sponsor, through its authorized representatives, may inspect any Project records held by Sponsored Organization, and may require Sponsored Organization to turn over any such records.
12. Fiscal Sponsor will maintain a policy of comprehensive general liability insurance of at least \$1,000,000 in coverage, and such other bonding and liability insurance, including but not limited as required by law or usual and customary with respect to the conduct of its activities. All such insurance shall cover the Project activities, if such coverage is available.
13. The Sponsored Organization will give proper credit to Fiscal Sponsor on any electronic, printed or published materials relating to the Project. The Sponsored Organization will submit to Fiscal Sponsor all print, web and email-based publicity materials that mention Fiscal Sponsor for its review and approval prior to their publication and distribution.
14. Fiscal Sponsor will deduct 10.0%, or a minimum of one hundred twenty five dollars (\$125.00), of funds deposited in the Project fund as an administrative fee for grants received from governmental agencies, foundations and corporations. Individual contributions will be subject to a 5% fee of the total contributions amount deposited. Grant fees will be charged upon written notification of the award and the subsequent funding deposited into the project fund. Donation fees will be charged at least on an annual basis on the total new contributions received during the Fiscal Sponsor's fiscal year (January through December). In addition, Fiscal Sponsor may be reimbursed for any increase in its out-of-pocket expenses attributable to its

fiscal sponsor services, e.g. special insurance costs to cover Project activities (special events) and bank fees. Fiscal Sponsor will retain all interest earned on the Project.

15. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them in the same matter. Any change, modification, or waiver must be in writing and signed by both parties.

16. Fiscal Sponsor will not assign any of its obligations or duties under this Agreement without the prior written consent of Sponsored Organization, which consent will not be unreasonable withheld. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

FISCAL SPONSOR

SPONSORED ORGANIZATION

By: _____

By: _____

Printed Name: Michael McNutt

Printed Name: _____

Date: _____

Email: _____

Email: michael.m@grownorthwest.org

Telephone: _____

Telephone: 206-786-3137

Date: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

Date: _____

Date: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

Date: _____

Date: _____

Attachment A:

Current copy of GROW's Reimbursement Form.

A copy can also be found on our website at: grownorthwest.org. By selecting the ABOUT US tab and then selecting Fiscal Sponsorship tab from the drop down menu, a copy can be downloaded and printed.



GROW - REIMBURSEMENT FORM

Today's Date: _____ Date Rec'd _____

GARDEN & PROJECT NAME: _____

Name/Payee: _____ Mailing Address (if different than Payee's address)
Mail To: _____
Street Address: _____ Street Address
Street Address Line 2: _____ Street Address
City: _____ City
State: WA State
Zip Code: _____ Zip Code

Reason for Expense (please indicate below if this is for a grant project or simply routine garden maintenance:

Are these expenses from Garden Funds on deposit? Yes or No _____

Are these expenses to be paid from Grant Funds? Yes or No? _____

Name of Grant, if known? _____

Memo Line: _____

ITEMIZED EXPENSES

Please scan and email all receipts or invoices to be paid

Table with 3 columns: DATE, ITEM DESCRIPTION or Vendor Name and Receipt #, \$ AMOUNT. Includes a TOTAL CHECK AMOUNT row with \$0.00.

Requested by: _____

Approved by: _____ Date Approved: _____