



SOUTH ST. PAUL OPEN FOUNDATION FISCAL SPONSORSHIP AGREEMENT

This agreement is made by and between the South St. Paul Open Foundation ("SSPOF") and _____ ("Boosters") to affect the parties' relationship as described herein.

WHEREAS, SSPOF is a Minnesota nonprofit corporation with its principal office in South St. Paul, and is an entity qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Service Code (IRC);

WHEREAS, Boosters is a Minnesota nonprofit corporation created on _____ whose purposes are to provide support and assistance to specific high school extracurricular activities of South St. Paul students;

WHEREAS, SSPOF has determined that financial support of BOOSTERS' programming in favor of maintaining high school extracurricular projects and undertakings as described in the attached Program Statement (which accompanies this Agreement and is hereby incorporated by reference), the "Boosters" Program is aligned with and will further SSPOF's IRC Section 501(c)(3) tax-exempt purposes; and

WHEREAS, SSPOF is willing to establish a restricted fund designated for support of BOOSTERS' Program and, further, to disburse amounts that it may deposit to that fund, less direct costs of accessing such funds, and less any administrative charges as set forth below, to cover the expenses of BOOSTERS' Program;

Now **THEREFORE**, the parties agree to the following terms and conditions defining their rights and responsibilities related to the fiscal sponsorship, via a designated fund, of SSPOF of BOOSTERS' program:

1. Initial Conditions

- a. SSPOF agrees to administer a restricted fund in accord with the provisions of this Agreement.
- b. SSPOF agrees to the extent dollars are available in the restricted fund after payment of charges required by this Agreement, to advance to Boosters or to directly pay expenses incurred by the Boosters in favor of the performance of BOOSTERS' Program.
- c. Boosters agrees it will not solicit any funding for SSPOFs restricted fund designated for support of BOOSTERS' Program which conflicts with sources or events identified by SSPOF.

- d. Boosters understands and agrees that all accounts receivable or other commitments of dollars to the restricted fund undertaken or otherwise made during the term of this Agreement shall be paid to the SSPOF regardless of either Boosters having attained status as a tax-exempt entity under IRC Section 501(c)(3) or this Agreement having prior terminated.
2. Use of Funds for BOOSTERS' Program Only/SSPOFs Right to Withhold Funds
Boosters shall use funds provided under this Agreement solely in support of efforts in favor of and necessary to BOOSTERS' Program. Any changes in the purposes for which funds are to be spent, and any changes to the Program Statement's range of activities or purposes must be approved by the SSPOF in writing before implementation.
3.
 - a. SSPOF retains the right, if Boosters breaches this Agreement, or if BOOSTERS' conduct of BOOSTERS' Program were to jeopardize SSPOF's legal or tax status, to withhold, withdraw or demand immediate return of any and all funds prior-remitted.
 - b. SSPOF retains the right, should the Boosters be in breach of this Agreement, its conduct of the BOOSTERS' Program were in any way to jeopardize SSPOF, or if it no longer conducts activities, to spend dollars due to or in the restricted fund so as to accomplish the purpose of BOOSTERS' Program as nearly as possible as solely determined by and within SSPOF's own judgment.
4. Property Created. Any tangible or intangible property including copyrights obtained or created by Boosters as part of BOOSTERS' Program shall remain the property of Boosters.
5. Reports to Government Regulators and Financial Statements, SSPOF and Boosters agree that all money, and fair market value of all property, accessed for or remitted to the restricted fund shall be reported as the income of SSPOF upon its reports to the Internal Revenue Service (e.g. upon Form 990) and upon its financial statements.
6. No Agency Created. Nothing in this Agreement shall constitute the naming of Boosters or its agents or employees as any agent or legal representative of SSPOF for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship or agency, partnership, or joint venture between the parties hereto, and Boosters shall make no such representation to anyone, except to the extent that allows or otherwise provides that SSPOF is given credit as the organization who is legally sponsoring BOOSTERS' Program.

7. BOOSTERS' Responsibilities. In undertaking BOOSTERS' Program, Boosters shall:

8.

- a. Not expend as part of BOOSTERS' Program any funds for attempts to influence legislation within the meaning of IRC Section 501(c)(3) nor to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, nor to induce or encourage violations of law or public policy, nor cause any private inurement or improper private benefits to occur, nor in favor of any other action inconsistent with exempt purposes under IRS Section 501(c)(3), except that Boosters may undertake expenditures that qualify as grassroots or direct lobbying within the meaning of IRC Section 4911 upon SSPOF's written approval.

9. Term/Renewals: This Agreement shall be effective immediately upon execution .

10. Indemnification. Boosters hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless SSPOF, its officers, directors, 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 Boosters, its employees or agents, in expanding or applying funds to carry out the Project, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of SSPOF, its officers, directors, employees, or agents.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed entirely within in this state.

12. Entirety of Agreement. This agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date of the execution below:

For South St. Paul Open Foundation

By _____

Booster Club _____

Date _____