

**MODEL C FISCAL SPONSORSHIP AGREEMENT BETWEEN AKRON AREA ARTS ALLIANCE
(dba Summit Artspace) and AKRON LEAGUE OF CREATIVE INTERVENTIONISTS: FY 2015-2016**

On July 1, 2015, Akron Area Arts Alliance, dba Summit Artspace (Sponsor) decided that financial support of the Akron League of Creative Interventionists (Grantee) is in line with the Sponsor's mission and tax-exempt purposes. Therefore, the Sponsor created a restricted fund designated for the Grantee's project, and has decided to grant amounts deposited to that fund, less any administrative charge as set forth below, to the Grantee, subject to the following terms and conditions:

1. Grantee shall provide Sponsor with any governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to Sponsor, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in the approved grant proposal. Any changes in the purposes for which grant funds are spent must be approved in writing by the Sponsor before implementation. If Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Sponsor's legal or tax status, Sponsor retains the right to withhold, withdraw, or demand immediate return of grant funds to the Sponsor to spend such funds so as to accomplish the purposes of the project as nearly as possible within Sponsor's sole judgment.
3. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
4. Grantee may solicit gifts, contributions and grants to Sponsor, earmarked for Sponsor's restricted fund for this project. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising materials are subject to Sponsor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via Sponsor's restricted fund shall be executed by Sponsor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
5. An administrative charge of ten percent (10%) of all amounts from the restricted fund shall be deducted by Sponsor to defray Sponsor's costs of administering the restricted fund and this grant and any future gifts, contributions or grants received on the Grantee or project's behalf while this Agreement is in effect.
6. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Sponsor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
7. Grantee shall submit a full and complete report to Sponsor as of the end of Grantee's annual accounting period within which any portion of this grant is received or spent. The report shall be submitted by Grantee at the end of the fiscal year for which the funds are disbursed and no later than July 30, 2016. Subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.

8. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Sponsor and Grantee.
9. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
10. Grantee shall notify Sponsor immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
11. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Sponsor, its officers, directors, trustees, 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 Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Sponsor, its officers, directors, trustees, employees or agents.
12. If a dispute arises out of or relates to this contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a mutually agreed-upon arbitrator. If an arbitrator cannot be agreed upon within 30 days, then the parties agree to use the American Arbitration Association under its Commercial Mediation Procedures.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State.
14. 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 Grant Agreement effective on the _____ day of _____, 20__.

Sponsor: _____ Akron Area Arts Alliance (dba Summit Artspace)

Representative: _____ Joanne Green _____ Title: _____ Executive Director

Signature: _____ Date: _____

Grantee: _____ Akron League of Creative Interventionists

Representative: _____ David Swirsky _____ Title: _____ Co-Founder

Signature: _____ Date: _____