

**WASHINGTON MASONIC CHARITIES
FISCAL SPONSORSHIP AGREEMENT**

This Fiscal Sponsorship Agreement ("Agreement") is dated _____, 20____ and is by and between WASHINGTON MASONIC CHARITIES ("WA Masonic Charities") and _____ ("Sponsored Organization").

Recitals

A. WA Masonic Charities is a Washington State nonprofit corporation, tax exempt under Internal Revenue Code Section 501(c)(3) and the corresponding provision of state law. WA Masonic Charities' charitable purpose is to invest in youth and education, provide comfort and support for seniors and those others in need, and to preserve and share the Masonic heritage of Washington.

B. Sponsored Organization is a Washington state nonprofit corporation. The Sponsored Organization desires to carry out the charitable activity (the "Project") described on **Appendix A**, attached hereto. Sponsored Organization desires to receive grants, tax-deductible contributions, and other revenues for use in connection with the Project. Sponsored Organization desires to engage WA Masonic Charities to assist in certain bookkeeping, administrative and other services with respect to the Project.

C. WA Masonic Charities is willing to provide such services pursuant to the terms and conditions hereof.

Agreement

1. Term of Agreement

This Agreement shall commence on _____, 20____, and shall continue until the earlier of the following: (a) the Project is completed, or (b) either party hereto provides thirty (30) days written notice of termination to the other party hereto; provided that in the event of a default hereunder by Sponsored Organization, WA Masonic Charities may terminate this Agreement at any time immediately upon written notice.

2. Sponsorship of Project.

2.1 Immediately upon the execution hereof, Sponsored Organization will submit to WA Masonic Charities a request that WA Masonic Charities sponsor the Project, and copies of the following materials (collectively, "Project Materials"): (a) all written material with respect to the Project, including grant applications, solicitations, marketing material, press releases and other documents, (b) a budget for the Project (the "Budget") and (c) all other information requested by WA Masonic Charities.

2.2 The following shall be preconditions to WA Masonic Charities agreement to sponsor the Project: (a) WA Masonic Charities shall be given the opportunity to review the Project Materials and Sponsored Organization's request for sponsorship; (b) WA Masonic Charities shall have approved the Project Materials, including the Budget, and (c) WA Masonic Charities shall send written notice to the Sponsored Organization that it

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is willing to sponsor the Project. WA Masonic Charities' determination to sponsor a Project shall be in its sole discretion.

3. Services.

3.1 In the event that WA Masonic Charities agrees to sponsor the Project, WA Masonic Charities shall provide the services described in **Appendix B**, attached hereto, in connection therewith ("Services").

3.2 Sponsored Organization agrees to provide promptly all relevant information and reports as requested by WA Masonic Charities and to further assist and cooperate with WA Masonic Charities in its performance of the Services as requested.

4. Maintenance and Accounting of Funds

4.1 WA Masonic Charities will maintain the funds donated in connection with the Project ("Project Funds") in one or more of its bank accounts (which may include other WA Masonic Charities funds), as shall be determined by WA Masonic Charities, in its sole discretion.

4.2 The authorized representative of Sponsored Organization may request a payment or withdrawal of Project Funds consistent with the Budget. All such requests shall be made in a manner consistent with the expense authorization and check writing procedures described on **Appendix C**, attached hereto, including expense documentation requirements (e.g. information on name of payee, amount of check, purpose of check, funding source for payment, and an original invoice, contract, receipt, or other evidence of amount owed). WA Masonic Charities shall use reasonable efforts to promptly make payments or withdrawals from the Project Funds upon receipt of proper authorization and documentation from Sponsored Organization; provided that such payments and withdrawals shall be made only in the event that they are consistent with the Budget and the procedures set forth above, as shall be determined by WA Masonic Charities, in its sole discretion.

4.3 Sponsored Organization will reimburse WA Masonic Charities immediately upon demand for any sums improperly expended by Sponsored Organization, as shall be determined by WA Masonic Charities.

4.4 Unless otherwise agreed by the parties in writing or required by the terms of a contribution or grant, WA Masonic Charities shall retain all funds received for the Project and unspent as of the date of termination of this Agreement.

5. Records

5.1 WA Masonic Charities will keep and maintain accurate, complete, and separate records for the Project in accordance with WA Masonic Charities Finance Policies and Procedures (as the same shall be amended), showing all material assets, liabilities, income, and expenditures regarding the Project.

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5.2 WA Masonic Charities will prepare a quarterly and a fiscal year-end Project balance sheet and income/expense statement for delivery to Sponsored Organization within sixty (60) days after the close of the applicable period.

5.3 Sponsored Organization may inspect any records with respect to the Project at any reasonable time with the consent of WA Masonic Charities, which consent will not be unreasonably withheld.

5.4 WA Masonic Charities may inspect any of the Project records held by Sponsored Organization, and may require Sponsored Organization to deliver any and all of such records to WA Masonic Charities.

5.5 The Sponsored Organization will provide a monthly report to the Executive Director of the WA Masonic Charities prior to the 15th of each month, detailing activities and accomplishments of the Project, including outcomes and expenditures, and providing any other information requested by WA Masonic Charities.

6. Employees & Consultants

WA Masonic Charities may, in its sole discretion, select, employ and/or enter into consultant contracts with, and supervise all persons who perform the Services, on such terms and conditions as WA Masonic Charities shall determine.

7. Compensation

7.1 For the performance of the Services, WA Masonic Charities shall be reimbursed monthly, on the 10th day of each month, for its administrative and overhead costs in an amount equal to five percent (5%) of the Project Funds received by WA Masonic Charities during the previous month, or, if agreed to in writing by WA Masonic Charities, such other amount as is authorized in Project grant agreements. The parties agree that all such payments are a reasonable approximation of WA Masonic Charities' costs incurred in performing the Services.

7.2 WA Masonic Charities shall be reimbursed for any out-of-pocket costs attributable to the performance of the Services with respect to the Project within ten (10) days of being invoiced therefor. Such increased costs may include, but are not limited to, expenses for consultants, employees, increased insurance costs to cover the Project or increased audit costs for an audit of Project Funds.

8. Authorized Representatives

8.1 The following persons are authorized to represent Sponsored Organization: _____ . Sponsored Organization may change its representatives with prior written notice to WA Masonic Charities.

8.2 The Executive Director of WA Masonic Charities, or his or her designee, is authorized to represent WA Masonic Charities.

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9. Indemnification

Sponsored Organization shall indemnify, defend and save WA Masonic Charities and its directors, officers, employees and agents harmless from any and all claims, proceedings or liability, and all costs and expenses thereof (including, but not limited to, fines penalties and reasonable attorney fees), for injuries or damages including economic losses, arising out of the performance by WA Masonic Charities of the Services, except to the extent caused by the willful misconduct or gross negligence of WA Masonic Charities. To the extent permitted under controlling law, this obligation to indemnify includes claims caused in whole or in part by the negligence of WA Masonic Charities.

10. Arbitration/Attorney Fees

All claims, controversies, or disputes between the parties regarding this Agreement, or any term or provision hereof or contained herein, or the validity of this Agreement or any term or provision hereof, will be submitted to binding arbitration pursuant to RCW 7.06. The venue for such arbitration shall be Pierce County, Washington and the parties agree that the prevailing party in the arbitration shall be entitled to reasonable costs, including attorneys' fees, in addition to any other relief awarded. Notwithstanding anything to the contrary contained in this Agreement, the parties each have the right in proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that the parties must contemporarily submit such dispute for arbitration on the merits as provided herein.

11. Elections and Legislation

The Sponsored Organization agrees that in no way will the Project include activities designed to attempt to influence the election of any political party or candidate for elected or appointed office, or legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3).

12. Insurance

WA Masonic Charities via the Grand Lodge of Washington may, in its sole discretion, maintain comprehensive general liability insurance and such other bonding and liability insurance, including but not limited to unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of the Services and the Project (if such coverage is available).

13. No Third Party Beneficiary

This Agreement shall not be deemed to create any rights in any third party. It is the intention of the parties that this Agreement shall govern only the relation between them and not their contractual relations with any other person or entity.

14. Not a Partnership

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Nothing contained in the Agreement shall constitute or be construed to be, or create, a partnership or joint venture between the WA Masonic Charities and Sponsored Organization, or their successors and assigns.

15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Washington.

16. Agreement

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

17. Consent to Assign Obligation or Duties

WA Masonic Charities 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 unreasonably withheld. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.

WASHINGTON MASONIC CHARITIES

SPONSORED ORGANIZATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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**APPENDIX A
PROJECT DESCRIPTION**



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**APPENDIX B
SERVICES**

1. **WA Masonic Charities Services.** Provided that WA Masonic Charities agrees to sponsor the Project, in addition to the other services set forth in the Agreement, WA Masonic Charities shall provide the following Services in connection therewith:

1.1 Finance and Accounting.

1.1.1 Receive and manage Project Funds and provide accounting services for the Project according to WA Masonic Charities Finance Policies and Procedures.

1.1.2 Maintain all Project Funds in the WA Masonic Charities bank account.

1.1.3 Provide accounting reports regarding the Project to Sponsored Organization.

1.1.4 Make commercially reasonable efforts to ensure that all Project Funds and applicable Project assets are properly managed and included in the WA Masonic Charities annual audit process.

1.1.5 Make commercially reasonable efforts to securely maintain hard and/or electronic copies of official financial records.

1.1.6 Send all required acknowledgments to donors of tax-deductible contributions and submit all required grant reports. WA Masonic Charities will also include all funds received for the Project on its income tax returns.

1.2 Resource Development

1.2.1 Review for approval, and if appropriate, approve Project solicitations. This may include face-to-face or written solicitation of individuals, online/electronic solicitation, letters of inquiry, proposals and/or grant requests, foundation letters of inquiry and/or grant requests, raffles, and other methods.

1.2.2 Maintain database and donor records for donors to the Project.

1.2.3 Issue acknowledgement letters for the donors to the Project.

1.3 Additional Services

1.3.1 _____

1.3.2 _____

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**APPENDIX C
PROJECT FUNDS REQUEST PROCEDURES**

1. The Sponsored Organization authorized representative will request disbursement of funds in writing. This may be in either email or hard copy format.
2. The request must specifically indicate the purpose for the disbursement of the funds, and this purpose must meet one of WA Masonic Charities charitable purposes.
3. The request must indicate the business vendor name, address, and amount requested for disbursement.
4. WA Masonic Charities will generally not issue funds or checks directly to individuals
5. WA Masonic Charities in some cases, is required to obtain a IRS Form W-9 from vendors and independent contractors.
6. WA Masonic Charities will either mail the check directly to the vendor, or the Sponsored Organization representative. WA Masonic Charities may also make the check available for pick up depending on the circumstance.