



Milwaukee Film Fiscal Sponsorship Agreement

[NAME OF PROJECT]

AGREEMENT, effective [DATE], by and between Milwaukee Film ("Milwaukee Film"), a Milwaukee based nonprofit organization, and [PROJECT OWNER] ("Grantee").

RECITALS

1. Milwaukee Film, a nonprofit organization exempt from federal tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC § 501(c)(3)"), is formed to "entertain, educate, and engage our community through cinematic experiences."
2. Grantee, an [INDIVIDUAL, CORPORATION, ETC], has submitted a grant application for a project tentatively titled [NAME OF PROJECT] (the "Project") (and all references to the Project herein are to the project as explicitly described in the grant request), and Milwaukee Film has concluded that financial support of the Project will further Milwaukee Film's tax-exempt purposes.
3. Milwaukee Film has created a restricted fund designated for the Project and has decided to grant all amounts that it may deposit to that fund, less administrative charges described below, to Grantee, subject to the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Grantee understands that Milwaukee Film's grant commitment is contingent upon its receipt of outside funds for the Project, and Grantee has undertaken to solicit gifts, contributions and grants that will be directed to Milwaukee Film and designated for Milwaukee Film's restricted fund for the Project. Grantee will provide copies of all proposals to Milwaukee Film before soliciting funding from any third parties, and Milwaukee Film reserves the right to approve the choice of funding sources and/or the content of Grantee's fundraising letters and other materials. All grant agreements, pledges, or other commitments with funding sources for the Project will be executed with the funding sources by Milwaukee Film.
2. Any material change to Grantee's fundraising strategy or Project proposal from what was described in Grantee's application that was the basis of Milwaukee Film's acceptance of the Project must be submitted to Milwaukee Film for its approval.
3. Milwaukee Film retains sole control and discretion over the use of all contributions and grants it receives. Milwaukee Film will maintain financial records for Project funds, and the Project account will be segregated on the books of Milwaukee Film. If reports are requested or required by a funding source, they will be the responsibility of Grantee, who will provide



copies of reports to Milwaukee Film at the same time that they are submitted to the funding source. In the event a funding source audits the Project, Milwaukee Film will assist the auditors. Milwaukee Film will retain all the Project financial records for such period as required by law.

4. To receive grant funds for the Project purposes, Grantee must submit written requests in the form prescribed by Milwaukee Film no more frequently than once per month. Disbursement checks are written once a month; funds for disbursement requests received by the 15th of any month will be mailed by the end of the month, subject to availability of funds and compliance of the request with the Project description and grant purposes. In no event will Milwaukee Film transfer or disburse any portion of the grant funds without a properly completed disbursement request from Grantee. Upon Grantee's inquiry, Milwaukee Film will advise Grantee in a timely fashion of the current balance of funds available to the Project.
5. Grantee will use best efforts to produce the Project as set forth in Grantee's grant application to Milwaukee Film. Grantee will use the grant funds solely for the Project and as specified in the disbursement request pursuant to which the funds were disbursed, and will repay to Milwaukee Film any portion of the amount granted which is not used for the Project. Any changes in the purposes for which grant funds are spent must be requested by Grantee, and approved by Milwaukee Film, in writing before implementation.
6. Grantee will maintain complete and accurate records of all grant funds received and expenses incurred, including receipts, as well as a complete file of all Project contracts, rights arrangements, property acquisitions and other production documents. Grantee will provide copies to Milwaukee Film of these materials promptly upon the request of Milwaukee Film.
7. Grantee is responsible for all tax returns, employment taxes, insurance, debts, liabilities, and other legal obligations relating to the Project. No person who works on or for the Project will be considered an employee of Milwaukee Film nor be entitled to make claims against Milwaukee Film for unemployment compensation, worker's compensation, or other employment-related benefits or entitlements. Grantee shall indemnify and hold harmless Milwaukee Film, its, employees, directors, agents and affiliates (collectively, "Indemnified Parties"), from and against any and all costs, damages and liabilities incurred by Indemnified Parties (or any of them individually) that relate to the Project, this Agreement, the failure of Grantee to perform any obligation under this Agreement, or the performance of services related to the Project by any of the Indemnified Parties. Each Indemnified party is an express third party beneficiary of this Section.
8. Milwaukee Film will deduct from donations that are deposited in the restricted fund for the Project an administrative charge equal to 7% of all most donations and up to 10% of awards with more substantial audit requirements. In addition, costs relating to reports or other compliance measures required by funding sources and any other direct, out-of-pocket expenses incurred by Milwaukee Film on behalf of the Project will be borne by Grantee. If any grant funds are deposited in an interest bearing account, the interest will be retained by



Milwaukee Film to help defray the administrative costs incurred by it that may arise out of this agreement.

9. Milwaukee Film will permit Grantee to operate freely within the limits of the Project definition and purposes and will not interfere with such purposes. Subject to Grantee's compliance with its undertakings in this agreement, all right, title, and other ownership interests in and to the Project, including without limitation copyright and other tangible and intangible property rights, and all income arising therefrom, shall be the property of Grantee.
10. Grantee will submit a full and complete report to Milwaukee Film on December 1 and June 1 following the effective date of this agreement until completion of the Project, and a final report and accounting must be submitted no later than 30 days after the completion of the Project. Each report will describe the activities conducted by Grantee during the relevant period in furtherance of the Project and will provide a detailed accounting of all Project expenditures during the period, in the format required by Milwaukee Film. Milwaukee Film will advise and assist Grantee in the preparation of the financial reports and related documentation required hereunder.
11. The finished Project and all publicity and advertising related to the Project will contain prominent placement of Milwaukee Film's logo, which will be provided by Milwaukee Film, and appropriate acknowledgment of Milwaukee Film's involvement, as follows: "*Project* has been sponsored by Milwaukee Film," or "*Project* has been made possible (in part) by the sponsorship of Milwaukee Film, with funding provided by *Names of Funding Sources*," or an alternate credit to be agreed upon between you and Milwaukee Film.
12. Grantee will provide a copy (DVD or other format as requested by Milwaukee Film) of the Project when completed. Milwaukee Film may duplicate the finished Project and may exhibit portions of it for promotional and educational purposes within the mission of Milwaukee Film.
13. For a period of one (1) year following completion of the Project, Milwaukee Film will hold right of first refusal to contract to present the first public screening of the Project within the territory of Milwaukee, Waukesha, Kenosha, Racine, Ozaukee, Walworth, or Washington counties.
14. For the period of two (2) years following completion of the Project, Grantee will provide to Milwaukee Film copies of reviews and other press materials, distribution brochures, notices of exhibitions and awards, and similar information. Grantee acknowledges that Milwaukee Film may include the title and description of the Project, the names and biographies of participants, the identity of grantors and other pertinent information on the Project in Milwaukee Film's informational and promotional materials.
15. It shall be a breach of this agreement by Grantee to fail to submit timely and accurate progress reports or to incur Project expenditures that are materially noncompliant with funding source



requirements. Milwaukee Film retains the right, if Grantee breaches this agreement in the foregoing or any other manner, or if Grantee's conduct of the Project jeopardizes Milwaukee Film's legal or tax status, to withhold, withdraw or demand the immediate return of grant funds and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Milwaukee Film's sole judgment and discretion. If Milwaukee Film determines that the Project cannot be completed, Milwaukee Film has the right to use the funds in a manner that will accomplish the donors' intention as nearly as possible.

16. This agreement may be terminated by either Milwaukee Film or Grantee without cause upon 30 days' written notice. In that event, the Project funds cannot be transferred to any individual or entity without the consent of Milwaukee Film, which shall be restricted to transferring such funds solely to an IRC § 501(c)(3) tax-exempt organization or otherwise in a manner permitted under applicable tax laws.
17. Nothing in this agreement shall render Grantee an agent or legal representative of Milwaukee Film for any purpose whatsoever nor be deemed to create any relationship of agency, partnership, or joint venture between Milwaukee Film and Grantee, and Grantee shall make no such representation to anyone.
18. The grant is not earmarked to be used in any attempt to influence legislation within the meaning of IRC § 501(c)(3). No agreement, oral or written, permitting such use has been made between Milwaukee Film and Grantee. Grantee shall not use any portion of the grant funds 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, or to take any other action inconsistent with IRC § 501(c)(3).
19. Grantee has received and reviewed a copy of Milwaukee Film's Fiscal Sponsorship Handbook. The Fiscal Sponsorship Handbook may be amended from time to time in the sole discretion of Milwaukee Film. This Agreement is subject in all respects to the Fiscal Sponsorship Handbook, as amended from time to time, and Grantee shall at all times comply with all requirements of the Fiscal Sponsorship Handbook, as amended from time to time.
20. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be performed entirely within Wisconsin.
21. This agreement represents the entire understanding of the parties and supersedes any prior oral or written understandings or communications that may have been had between the parties concerning the Project. The agreement is personal to Grantee and may not be assigned without the prior written consent of Milwaukee Film. The agreement may not be amended or modified, except in a writing signed by both Milwaukee Film and Grantee.



IN WITNESS WHEREOF, the parties have executed this sponsorship agreement effective on the date first above written.

PROJECT OWNER(S)

DATE

FOR MILWAUKEE FILM

DATE