

FISCAL  
SPONSORSHIP  
AGREEMENT

**NEW MEXICO DANCE COALITION**

PO Box 284 Santa Fe, NM 87504  
E-mail nmdancecoalition@gmail.com  
Web NMDanceCoalition.org

The New Mexico Dance Coalition (NMDC), a not-for-profit 501(c)(3) organization (FEIN #85-0371813; UEI: FSDWSS91TAL7; NM CRS # 02-314650-008; Santa Fe Business License #: 12-00066378, NTTE: A90) agrees to act as the Fiscal Sponsor on behalf of the Fiscal Agent (*Sponsored Organization or Individual* named below) for the time period specified below.

NMDC, for its sponsorship, will charge an administrative fee of 5% of the total amount received from grants and/or donations. Funds should be made payable to the *New Mexico Dance Coalition*. Other NMDC services (i.e., audience liability insurance) are NOT included in this agreement.

**The Fiscal Agent agrees to the following** (failure to follow or to provide these will result in loss of fiscal sponsorship, rejection of future sponsorship, and possible withholding of funds):

- 1) The Fiscal Agent will present at a NMDC Board meeting a project summary: purpose, budget estimate, activities, partners, and past experience, before this agreement is signed.
- 2) The Fiscal Agent is a member of NMDC at the time of signing of this agreement.
- 3) The Fiscal Agent project will support the mission of NMDC and its tax-exempt purposes.
- 4) The Fiscal Agent will not carry on activities or use funds in any way that jeopardizes NMDC's tax-exempt status.
- 5) No material changes in the purposes or activities of the Fiscal Agent will be made without prior written permission of NMDC.
- 6) The Fiscal Agent will use funds disbursed by NMDC solely for the Fiscal Agent project in a manner consistent with the budget presented to and approved by the NMDC Board and will submit a written request to use funds outside of the amounts specified in such budget, which will provide NMDC with information about the purpose of the request, including the name of the payee, the amount and purpose, and original invoices, contracts, receipts, or other evidence of amounts owed or needed.
- 7) The Fiscal Agent will provide a copy of any grant submissions covered under this project and agreement:
  - a. Prepare and file ALL grants and reports as required by the funder(s) and
  - b. Furnish copies to NMDC of all grants and reports provided to the funders.
- 8) The Fiscal Agent will provide a financial summary report (form provided by NMDC) by March 14th after the end of the calendar year in which the funds were received. This information is provided to the IRS.
- 9) The Fiscal Agent will permit NMDC to inspect its records upon reasonable request.
- 10) The Fiscal Agent will include in event program, mailings and other written and public announcements that NMDC is a co-sponsor of the project.
- 11) The Fiscal Agent will collect and provide to NMDC relevant demographic, audience and other statistics for events included in this project, as required by the funders.
- 12) The Fiscal Agent will not attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
- 13) The Fiscal Agent may terminate this agreement upon thirty (30) days written notice of termination to NMDC or if a material breach of this agreement by NMDC is not cured within thirty (30) days after the Fiscal Agent gives written notice of the breach.

**The Fiscal Sponsor (NMDC) will:**

- 1) Receive and administer all gifts, grants, contributions, and other revenues received by the NMDC for the purpose of supporting the Fiscal Agent (the "Funds").
- 2) Retain oversight authority over the Fiscal Agent to ensure compliance with this agreement and that all Funds are used in furtherance of the NMDC's mission.

- 3) Release the Funds in accordance with the Fiscal Agent's preapproved annual budget, subject to the NMDC's sole discretion, and retain the unilateral right to release the Funds so as to accomplish the charitable purposes of the Fiscal Agent within NMDC's sole judgment.
- 4) In its sole discretion, have the right to withhold, withdraw, or demand the immediate return of any Funds if, in NMDC's reasonable judgment, the Fiscal Agent materially breaches this agreement or cannot accomplish the purposes of the project presented to and approved by the NMDC.
- 5) Retain the right, in its sole discretion, to redirect the Funds to a different charitable purpose or beneficiary if the purpose of the project becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by NMDC.
- 6) Send all required acknowledgments to donors of tax-deductible contributions as required under federal and state law.
- 7) Include the Funds received for the Fiscal Agent project on its informational returns filed with the IRS.
- 8) Permit the Fiscal Agent to inspect its records related to the Fiscal Agent's project upon reasonable request.
- 9) Issue form 1099 to the IRS in accordance with IRS rules and regulations.
- 10) Maintain records that the funds are not used for purposes prohibited under its 501(c)(3) status, such as lobbying; and that the funds do not inure for the benefit of insiders.
- 11) Dispense funds (minus 5%) in a timely manner.
- 12) Include announcements of the Sponsored project in the NMDC website and social media pages.
- 13) Retain the right to immediately terminate this agreement upon the occurrence of any event that threatens the tax-exempt status of NMDC by delivery of written notice to the Fiscal Agent or if a material breach of this agreement is not cured within thirty (30) days after NMDC gives written notice of the breach.
- 14) Distribute any Funds remaining at the termination of this agreement:
  - a. To the Fiscal Agent, if the Fiscal Agent has obtained an IRS determination letter of its Section 501(c)(3) tax-exempt status.
  - b. To another Section 501(c)(3) charitable organization if the Fiscal Agent has entered into a written fiscal sponsorship agreement with that organization.
  - c. As permitted by federal and New Mexico state law, if Sections 14a or 14b do not apply.

Fiscal Agent (Sponsored Organization or Individual): \_\_\_\_\_

Fiscal Agent is an \_\_\_\_ organization or an \_\_\_\_ individual. (check one)

Fiscal Agent Official or Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agreement termination (runs annually): December 31, \_\_\_\_\_

Type of NMDC membership (check one): \_\_\_ Individual (\$30) \_\_\_ Organization (\$50)

Expiration date of membership: \_\_\_\_\_

Signature of Fiscal Agent Official or Contact (listed above)	Title	Date

Signature of NMDC Authorizing Official	Title	Date