

THEATRE
4122 NE Sandy Blvd
Portland, OR 97212
503 493 1128

OFFICE
4035 NE Sandy Blvd Suite 212
Portland, OR 97212
503 281 1142



HOLLYWOOD THEATRE FISCAL SPONSORSHIP AGREEMENT

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__ by and between the Hollywood Theatre ("HT"), an Oregon non-profit corporation with its principal office at 4035 NE Sandy Blvd Suite 212, Portland, OR 97212, and _____ (Producer) whose principal address is: _____, for the film/video project/festival _____ (Project).

TERMS AND CONDITIONS OF FISCAL SPONSORSHIP

Whereas HT, by vote of its staff and board of directors, has decided that financial support of the Project will further HT's mission and tax-exempt purposes, HT is willing to receive tax-deductible charitable gifts, grants and contributions to be awarded by donors ("Donors") to HT for the benefit and use of the Project. In furtherance of this purpose, HT will grant all amounts that it may receive from Donors for the Project, less any administrative handling charge as set forth below, to the responsible legal entity identified by the Producer, subject to the following terms and conditions:

1) If Producer is an organization, Producer shall provide HT with its governing documents, a completed and filed IRS Form SS-4, or other documentation satisfactory to HT, showing Producer's separate existence as an organization. If Producer is an individual, Producer shall provide HT with a IRS Form W9 form and personally assume full legal, fiscal, and oversight responsibility for all aspects of this Agreement in particular and the HT-Producer relationship in general.

2) Producer shall use the grant solely for the Project, and Producer shall repay to HT any portion of the amount granted which is not used for the Project. Furthermore:

- a. Any changes in the purposes for which grant funds are spent must be approved by HT (in writing or by email) before implementation.
- b. HT retains the right, if Producer breaches this Agreement or if Producer's conduct jeopardizes HT's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within HT's sole judgment.

3) Producer may solicit gifts, contributions, and grants to HT in behalf of the Project. Producer's choice of funding sources to be approached and the text of Producer's fundraising materials are subject to HT's prior approval (in writing or by email). Producer must provide HT with advance written notice of all possible funding sources with at least ten (10) days advanced notice. The Producer may not solicit funds from sources where HT has other proposals pending. Producer must prepare and provide HT with a copy of any grant applications submitted under HT's aegis two weeks prior to the posted deadline of the grant. All grant agreements, pledges, or other commitments with funding sources to support the Project

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via HT's restricted fund shall be executed by HT. Producer is not an agent of HT and is not authorized to make any binding commitments, either express or implied, to funding sources on behalf of HT. The cost of any reports or other compliance measures required by such funding sources shall be borne by Producer.

4) Producer understands that, in compliance with IRS regulations, HT retains full legal ownership of and control over funds contributed in behalf of the Project until such funds are released to Producer in accordance with this Agreement.

5) Producer is responsible for notifying HT of any benefits provided by Producer to its donors in exchange for any contribution, and for estimating the fair market value of such.

6) Producer understands that contributions to HT in behalf of the Project are only tax-deductible under the Internal Revenue Code to the extent that they are motivated by donative intent. Anyone making a contribution in behalf of the project without the requisite intent, especially the Producer or a member of the Producer's family, should consult a professional tax advisor. HT reserves the right to reject any contribution that it believes is likely not to meet the IRS's criteria for donative intent. HT assumes no responsibility for ensuring that contributions to HT in behalf of any Project are tax-deductible. HT does not provide individual tax advice; therefore all donors to the HT in behalf of a Project are encouraged to consult their own outside professional advisers to address questions on deductibility or donative intent.

7) In order to defray HT's costs of administering the restricted fund and this grant, HT shall deduct an administrative charge from any amount paid to Producer from the donated funds according to this sliding scale: 6% of contributions totaling up to \$150,000; 5% of contributions between \$150,000 and \$400,000; 4% of contributions between \$400,000 and \$600,000; and 3% of contributions over \$600,000. This administrative charge shall be assessed, recorded, and deducted each time Producer receives a disbursement from HT. HT may additionally, at its sole discretion, deduct from the donated funds any special or unusual costs it incurs in administering the funds (such as credit card fees and bank penalty fees resulting from a donor's bounced check).

8) HT processes all donations as follows: Checks are deposited in HT's bank account and once they clear the accounting department, a check will be issued to the Producer within 10 business days. The checks are sent out to the Producer with copies of donor checks, if applicable. HT will send a letter to donor in accordance with IRS regulations, stating the tax-deductible donation was received.

9) If Producer undertakes any form of crowdsourcing fundraising campaign in behalf of the project, that process will be entirely separate from this Fiscal Sponsorship agreement. No funds raised via crowdsourcing will be processed by HT. Producer may indicate to potential donors that should they wish to make a tax-deductible contribution (as far as the law allows) they can donate through the normal Fiscal Sponsorship process.

10) Nothing in this Agreement shall constitute the naming of Producer as an agent or legal representative of HT 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 Producer shall make no such representation to anyone.

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11) Individual film Producers must submit a status report twice a year. The reporting periods are January 1–June 30, due by July 15 each year, and July 1–December 31, due by January 15 each year. Film Festival Producers must submit a status report once a year. Reporting periods are the end of their festival cycle or July 1 – June 30, due by July 15 each year. Current project budgets as of the end of each reporting period are required with each report. The producer will be asked to provide the following information: a) Current budget vs actuals for the end of the period, including income and expenses; b) The amount the producer has raised for the project to date; c) The amount the producer has raised that was not administered by HT; d) Who the producer received contributions from and how much; e) What phase the project is in; f) Expected end date; g) Whether the project still requires fiscal sponsorship; h) How much money the producer still needs to raise; and i) Updated contact information (if applicable). All reports must be kept up to date and submitted on time to keep the fiscal sponsorship active.

Additional obligations of Producer: Producer agrees to:

- a. Recognize the sponsorship of HT by including in connection with any credits, advertising and/or press releases associated with the project: “[Project] is a sponsored project of the Hollywood Theatre.”;
- b. Grant HT first right of refusal concerning the premiere screening of the film or video upon completion;
- c. Serve in the role as principal as the independent producer of the project and not as the employee or agent of any third party therewith; and maintain complete books and records pertaining to the Project as required by sources of funding and the Internal Revenue Service. HT shall have the right to examine and make copies of the books and records of the Project.
- d. Producer guarantees that all material, works, writing, ideas, dialogue written, composed, prepared, submitted or interpolated in connection with this Project or its preparation or production shall be wholly original and was not copied in whole or in part from any other work. Producer further guarantees that neither the material nor any part thereof will violate the rights of privacy or constitute libel or slander against any person, firm or corporation and that the material will not infringe upon the copyright, literary, dramatic or photoplay rights of any person.

12) This grant is not earmarked 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 HT and Producer.

13) Producer 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).

14) Producer shall notify HT immediately of any change in (a) Producer’s legal or tax status, or (b) Producer’s executive staff or key staff responsible for achieving the grant purposes.

15) Producer hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless HT, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney’s fees) directly,

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indirectly, wholly, or partially arising from or in connection with any act or omission of Producer, its employees, or its 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.

16) This Agreement may be terminated by (a) Producer with or without cause ten (10) business days after Producer provides notice (in writing or by email) of such termination to HT, (b) HT without cause forty (40) business days after HT provides notice (in writing or by email) of such termination to Producer, or (c) HT with cause ten (10) business days after HT provides notice (in writing or by email) of such termination to Producer. Cause shall include, but not be limited to, the following: conduct that is dishonest or detrimental to the best interests of the other party; continuing inattention or negligence of duties in violation of this Agreement; or serious illegal or immoral conduct.

17) This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

18) This Agreement, in conjunction with the instructions posted in the fiscal sponsorship section of the HT website (the "Instructions") constitutes the entire agreement of the parties with respect to the subject matter hereof. HT reserves the right to modify or amend (a) the Instructions at any time, provided that such modification or amendment shall be effective twenty (20) business days after (i) written notice (either in writing or by email) describing such modification or amendment is provided to Producer and (ii) the modified or amended Instructions are published on the website described in this paragraph 17 and (b) this Agreement at any time, provided that any modification or amendment of this Agreement shall be effective forty (40) business days after (i) written notice (either in writing or by email) describing such modification or amendment is provided to Producer and (ii) the modified or amended Agreement is published on the website described in this paragraph 17. Notwithstanding the foregoing, this paragraph 17 and the Instructions that relate hereto shall not be modified or amended without the prior written consent of HT and Producer.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the _____ day of _____, 20__.

Hollywood Theatre

Signed: _____ Dated: _____

_____, Producer

Signed _____ Dated _____