

Sponsored Artist Program Agreement

The Performance Zone Inc. d.b.a. The Field (hereinafter “The Field”) and _____ (hereinafter “the Artist”) (collectively, the “Parties”) agree as follows:

WHEREAS, by submitting an application to participate in The Field’s Sponsored Artist Program, the Artist indicates that they have read and understood the program benefits outlined on The Field’s website (<https://www.thefield.org/fiscal-sponsorship-for-artists/>) and the terms and conditions set out below and, in the event the application is approved by The Field, agrees and intends to be legally bound; and

WHEREAS, this Agreement shall become effective if, and only if, The Field notifies the Artist in writing that they have been accepted into the Sponsored Artist Program; and

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

1. THE FIELD AGREES THAT:

- (a) The Field will deposit any funds received from or earmarked for the Artist in an account segregated on The Field’s books, and to make reasonable effort to disburse to the Artist funds earmarked for the Artist no later than 10 business days after the date of receipt of contributions made by check and credit card. Disbursements made by direct deposit (ACH) can only be made to financial institutions based in the United States.
- (b) The Field will assist the Artist in seeking tax-deductible grants and contributions to the extent permitted by law, provided the Artist is not part of their own tax-exempt organization, and in such cases where necessary, to write to funding sources explaining the relationship between the Artist and The Field, and to provide copies of The Field’s 501(c)(3) letter of determination and other supporting materials to funding sources. Artist acknowledges that investment funds are not tax-deductible.
- (c) The Field will sign grant contracts, process approved grants with reasonable promptness, and acknowledge contributions from any government, foundation or corporate sources; provided that such grants and contributions are made payable to The Field.
- (d) The Field will annually issue an IRS 1099 form for any funds disbursed by The Field to the Artist totaling over \$599 during any calendar year.
- (e) The Field will not impose artistic judgments on the Artist, subject to restrictions imposed by Internal Revenue Code Section 501(c)(3).
- (f) The Field will not state any claims as to the ownership of, or related ownership rights in, the Artist’s work.

- (g) The Field will not state any claims as to income derived from the Artist's work, where The Field's role is limited to the fiscal sponsorship function detailed in this Agreement and provided the Artist complies with the fee arrangements and other terms of this Agreement.

2. THE ARTIST AGREES THAT:

- (a) The Artist will comply with requirements, rules, and policies established by The Field for the conduct of its Sponsored Artist Program as described on The Field's website (<https://www.thefield.org/faq/>). The Field reserves the right to make changes in such requirements, rules and policies from time to time, in its sole discretion and, in the event of such changes, shall notify the Artist, both directly and by publication of such changes on The Field's website. It is the Artist's responsibility to provide up-to-date contact information by which The Field may notify them of such changes.
- (b) The Artist agrees to abide by all of The Field's policies and procedures set out in the attached Program Description and such other policies and procedures as may be adopted by The Field and stated from time to time, either orally or in writing, in connection with such Program.
- (c) The Artist will cause all persons acting for or in conjunction with the Artist to comply with the terms of this Agreement.
- (d) The Artist will supply, in writing, details about projects for which the Artist wishes to solicit contributions under the sponsorship of The Field and to supply a copy of the solicitation letter, which must be approved before the Artist proceeds with the solicitation. Every such letter must include the following:
(You/Your Company) is a sponsored artist with The Performance Zone Inc (dba The Field), a not-for-profit, tax-exempt, 501(c)(3) organization serving the arts community. Contributions to The Field earmarked for (You/Your Company) are tax-deductible to the extent allowed by law. For more information about The Field contact: The Field, 228 Park Ave S, Suite 97217, New York, NY 10003, phone: 212-691-6969. A copy of our latest financial report may be obtained from The Field or from the Office of Attorney General, Charities Bureau, 120 Broadway, New York, NY 10271.

The above paragraph must appear in any solicitations in handbill programs or on a website. The Field must be notified in writing and give consent before the Artist may use The Field to solicit any contributions.

- (e) The Artist will advise The Field of any material changes in Artist's purposes or activities put forth in Artist fundraising materials submitted to The Field. "Material changes" as used in this section includes, but is not limited to, additional funds or grant money received by Artist and changes in Artist's medium (i.e. theatre to dance, etc).
- (f) The Artist will not use any funds managed under the Sponsored Artist Program for political campaign or lobbying activity within the meaning of Internal Revenue Code 501(c)(3).
- (g) The Artist will submit to The Field copies of funding proposals and supporting materials including, but not limited to, copies of programs, reviews, flyers, correspondence,

proposals, solicitation materials, e-blasts, or website donation pages, contracts, agreements and other materials relating to grants and contributions.

- (h) Artist will have all grants and contributions the Artist seeks through the sponsorship of The Field made payable to The Field ONLY.
- (i) The Artist will file all reports, including final reports, required by funding sources or under applicable law and to supply The Field with a copy of each such report for The Field's approval no less than ten business days prior to the applicable filing deadline.
- (j) The Artist will acknowledge every contribution and grant with a personalized thank you letter from The Artist to the contributor or funding body.
- (k) The Field may deduct its fees and applicable bank charges from the funds raised by the Artist before the remainder of such funds are disbursed to the Artist.
 - a. Fees charged by The Field's banks may change during the year without notice and these changes are not within control of The Field.
 - b. Fees for participation in the Sponsored Artist Program are payable by the Artist as follows:
 - A Sponsorship Fee of \$110 per year or \$12 per month. (**Fiscal Sponsorship for Social Justice Arts Practitioners Program** participants receive a fee waiver of \$110 for one year.)
 - A 7% charge for all contributions, grants, matching gifts and special events income received.
 - A \$75 late fee for funding applications submitted later than ten business days prior to the grant deadline (with The Field having the right to determine in its sole discretion whether applications can be reviewed).
 - A \$50 charge for each donation or grant of \$5,000 or more carried over from one calendar year to the next.

Sponsored Artists are required to repay to The Field in full, plus any bank fees or charges, for any contribution, grant, or matching gift that The Field has already paid out to the Artist, but that is later charged back to The Field due to a credit card chargeback/dispute initiated by the Artist's contributor. In the case of a dispute, The Field will use all reasonable methods to resolve with the cardholder; however, the Artist agrees that, if necessary, The Field may deduct such disputed contributions from any funds being held for future disbursement to the Artist.

- (l) The Artist acknowledges that this Agreement does not constitute a contract of employment between The Field and the Artist or any other person. The Artist is an independent contractor of The Field, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. The Artist has no authority (and Artist shall not hold themselves out as having authority) to bind the Company and Artist shall not make any agreements or representations on The Field's behalf. Artist is not, and will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing, or retirement benefits, or any other fringe benefits or benefit plans offered by The Field to its employees, and The Field will not be responsible for withholding or paying any payroll, Social Security, or other federal, state, or local taxes, making any

insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Artist's behalf. The Artist shall be responsible for, and shall indemnify The Field against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Artist in connection with Artist's work are Artist's employees or contractors and Artist shall be fully responsible for them and indemnify The Field against any claims made by or on behalf of any such employee or contractor.

(m) The Artist agrees to purchase any applicable insurance related to Artist's activities or as required by any funder or as a condition of receive any funds or grant money. Artist acknowledges that it is not a covered party under any insurance carried by The Field.

(n) All publicity, news releases, websites, programs and other published documents relating to the Artist will give proper credit to The Field and supporters by including this statement:

This program has been made possible in part through the sponsorship of The Field (and, if applicable), with funding provided by (funders).

(o) The Field may use the name and description of the Artist and any project that the Artist is involved in for promotion purposes and other printed materials as requested by the Field.

3. THE FIELD AND THE ARTIST FURTHER AGREE:

(a) Unless terminated earlier by either The Field or Artist as described in Section 3(b), this Agreement has a one year term beginning on the date it is accepted by The Field. This Agreement shall be extended upon renewed payment of the Artist's sponsorship fee. Payment of the renewal fee constitutes the Parties' renewed acceptance of this Agreement.

(b) The Field may terminate this Agreement at any time by notifying the Artist in writing (i) if the Artist fails to comply with any of the Artist's obligations as set out herein in Sections 2 and 3 of the Agreement, or (ii) if The Field determines, in its sole discretion, that such termination is in the best interests of The Field or the Artist. The Field reserves the right to request repayment of any funding where return of funding is requested by the funder.

(c) The Artist may withdraw from this Agreement at any time by notifying The Field in writing. The Artist must continue to provide any outstanding reports or documentation required in connection with any grant or funding awards as required by the specifics of the award.

(d) Should there be any changes to the taxpayer ID or payment remittance information as provided by the Artist on page 6 of this Agreement, the Artist is responsible for notifying The Field by submitting this Agreement anew with the updated information.

(e) The Artist agrees to indemnify and hold harmless The Field from any and all claims, costs, awards, damages, judgments and expenses (including reasonable attorney's fees) arising out of any claim, demand, action or proceeding, which may be made or instituted against The Field by reason of a breach of any warranty or representation made by the Artist in this Agreement, or arising out of any Artist's performance or other artistic

activities.

4. The Field may, at any time and in its sole discretion, conduct an audit or review of the Artist's sponsored activities. Such audits or reviews are intended to investigate and document that the Artist's work is being carried out in accordance with the approved application, this contract, The Field's tax-exempt purposes, and all applicable laws. Failure on the part of the Artist to provide full cooperation and adequate documentation or access in the event of an audit or review shall be considered breach of this Agreement.
5. This Agreement shall be governed by, and construed under, the laws of the State of New York applicable to contracts entered into and to be performed in such State. Venue for all purposes shall be the County of New York, State of New York, and each party hereby consents to the personal jurisdiction of any court in such county.
6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and the invalid provision replaced by an enforceable provision most nearly approximating the intent of the parties.
7. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The Field reserves the right to modify or amend the Program Description at any time, provided that such modification or amendment shall be communicated to the Artist and published on The Field's website. Artist's continued non-exercise of their right to terminate this Agreement under Paragraph 4(b) shall be deemed acceptance of all modifications and amendments.
8. The Field reserves the right to assign its rights and responsibilities under this Agreement to another fiscal sponsor recognized as tax-exempt within the meaning of Section 501(c)(3) and a public charity described in Section 509(a). The Artist may not assign any part of this Agreement without The Field's written consent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year written below. By signing below, the Artist represents that they understand this Agreement and agree to its terms.

For the Artist (or primary company contact):

First Name _____ Last Name _____

Signature _____ Date _____

Company Name (if applicable) _____

Discipline(s) _____

Mailing Address _____

City _____ State _____ Zip Code _____

Phone _____ Website _____

Email _____

Please read the following carefully and provide your correct taxpayer ID. This must be the taxpayer ID of the signatory on this contract. NO EXCEPTIONS.

(Required) Social Security Number () or EIN Number () _____

Legal name associated with taxpayer ID. (This information is required for IRS reporting. Your checks will be made payable to this name and must correspond with the social security or EIN number above.)

(Required) _____

(Optional) Are you recognized under any other name(s)? Please list any (DBA) account, corporation, or LLC that people may use to identify you.

OFFICE USE ONLY (If you are the Artist, please do not write below.)

Signed/Accepted _____ Date _____

Title Deputy Director, Programs and Services _____