

## FISCAL SPONSOR AGREEMENT

This Agreement is between Americans for Democratic Action, Inc. ("Fiscal Sponsor") and a loosely associated group of individuals working together under the name March for Medicare for All ("Sponsored Organization"), who agree as follows:

1. Fiscal Sponsor is a national nonprofit corporation, tax exempt under Internal Revenue Code Section 501(c)(4) and the corresponding provision of state law, if any. Fiscal Sponsor's charitable purpose is to educate voters and elected officials on key issues and empower tomorrow's liberal leaders. Fiscal Sponsor enters into this Agreement to further this tax exempt purpose.
2. Sponsored Organization is a loose affiliation of individuals who are engaging in direct action and building a national coalition with the intention of achieving nationwide Medicare For All ("The Coalition"). Until and if Sponsored Organization incorporates and obtains Internal Revenue Code Section 501(c)(3/4), Sponsored Organization needs a fiscal sponsor to receive contributions as well as sales revenues from a merchandise store for use by The Coalition. Sponsored Organization desires that Fiscal Sponsor serve as its fiscal sponsor, and Fiscal Sponsor is willing to do so. During the term of this Agreement, Fiscal Sponsor may use the name March for Medicare for All in conjunction with The Coalition.
3. Fiscal Sponsor's requirements of Sponsored Organization include:
  - a. The Sponsored Organization's Coalition being compatible or consistent with the Fiscal Sponsor's mission or purpose, which Fiscal Sponsor acknowledges The Coalition meets these criteria.
  - b. Fiscal Sponsor has the right to formally adopt or oversee Sponsored Organization's projects including:
    - ( i ) Reviewing the Coalition.
    - (ii) Passing a board resolution of the adoption of this Agreement.
    - (iii) Receive periodic status and progress updates from The Coalition
    - (iv) Being responsible for monitoring and controlling the expenditure of donations and merchandise revenue received and deposited into one of Fiscal Sponsor's banking accounts.
  - c. Sponsored Organization will share periodic Coalition updates with Fiscal Sponsor.
4. This Agreement shall commence on June 18<sup>th</sup>, 2021 and shall continue indefinitely until terminated by either party upon the giving of forty-five (45) days written notice to the other party. Upon termination of this Agreement, Fiscal Sponsor shall return to Sponsored Organization if it is then a 501(c)(3/4) or to another 501(c)(3/4), as directed by Sponsored Organization, any Coalition Funds, as defined below, unspent

as of the date of termination of this Agreement. In addition, upon termination of this Agreement, Fiscal Sponsor shall return the name March for Medicare for All to Sponsored Organization.

5. The following persons are authorized to represent Sponsored Organization: Elizabeth Meyer, Ricky Dunlop and Joanie Weber ("Representatives"). Sponsored Organization may change its representatives with prior written notice to Fiscal Sponsor. If Sponsored Organization does make such changes it will inform Fiscal Sponsor as soon as reasonably possible.
6. Fiscal Sponsor will receive and administer all funds that Sponsored Organization will use on behalf of The Coalition. Fiscal Sponsor will send all required acknowledgments to donors of tax-deductible contributions, if any. Fiscal Sponsor will include all funds received for The Coalition on its income tax returns. Sponsored Organization will assist Fiscal Sponsor by providing the information and reports that it reasonably requests.
7. Fiscal Sponsor will enter into consultant contracts with all persons who perform compensated services for The Coalition as directed by Sponsored Organization. Such services shall include, among others, provision of Portable toilets at related events.
8. Fiscal Sponsor will account for all donations and revenues it receives on behalf of Sponsored Organization ("Coalition Funds") in a separate accounting strictly for the benefit of Sponsored Organization so that in the reporting and accounting the funds are clearly distinguished from funds for other sponsored organizations or with Fiscal Sponsor's other fund. Fiscal Sponsor and Representatives will have access to all information pertaining to tracking the financial transactions between Fiscal Sponsor and Sponsored Organization (e.g. the amount of funds available for use on any given day, donations made for Sponsored Organization, reimbursements within 7 days from Fiscal Sponsor to Sponsored Organization's volunteers, etc). Elizabeth Meyer may request payment or withdrawal of Coalition Funds to be paid promptly and directly to volunteers for reimbursement of Coalition-related expenses that volunteers have incurred. In the event that Elizabeth Meyer is unavailable to monitor, approve and convey the requests, one of the other Representatives will take over those tasks.
9. Fiscal Sponsor will keep and maintain accurate, complete, and separate Coalition records, showing all Coalition assets, liabilities, income and expenditures. Fiscal Sponsor will prepare a quarterly and fiscal year-end Coalition balance sheet and income/expense statement for delivery to Sponsored Organization within thirty (30) days after the close of the period. Sponsored Organization, through its Representatives, may inspect any Coalition records at any reasonable time with the consent of Fiscal Sponsor, which consent will not be unreasonably withheld.
10. Fiscal Sponsor will cover Sponsored Organization, its volunteers and Representatives under its policy of comprehensive general liability insurance and errors and omissions policy.

11. Fiscal Sponsor will retain no more than the administrative costs for payment processing incurred for incoming and outgoing transactions. This is expected to be approximately three percent ( 3 % ) .

12. 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.

13. Fiscal Sponsor 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 insures to the benefit of the successors and permitted representatives of the parties.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

FISCAL SPONSOR

SPONSORED ORGANIZATION

\_\_\_\_\_

\_\_\_\_\_

BY:

BY:

DATE:

DATE: