

Sponsored Artist Program Agreement

The Performance Zone Inc. d.b.a. The Field (hereinafter “The Field”) and _____ (hereinafter “the Artist”) 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 (thefield.org/join/membership/fiscal-sponsorship) 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. Artist agrees to 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 (thefield.org/content/membership-faqs). 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.
2. THE FIELD AGREES:
 - (a) To 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 promptly after the date of receipt of contributions made by check and credit card.
 - (b) To 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. Investment funds are not tax-deductible.
 - (c) To 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) To 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.
- (f) The Field will not state any claims as to the ownership of, or related rights in, the Artist's work or income derived from the work, where The Field's role is limited to the fiscal sponsorship function detailed in this Agreement and provided the fee arrangements indicated in the Agreement are fully satisfied.

3. THE ARTIST AGREES:

- (a) 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, 75 Maiden Lane, Suite 906 New York, NY 10038, 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.

- (b) To advise The Field of any material changes in its purposes or activities put forth in its fundraising materials submitted to The Field.
- (c) Not to 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).
- (d) To submit to The Field copies of funding proposals 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.
- (e) To have all grants and contributions the Artist seeks through the sponsorship of The Field made payable to The Field ONLY.
- (f) To 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.
- (g) To acknowledge every contribution and grant with a personalized thank you letter from The Artist to the contributor or funding body.
- (h) That 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. Fees charged by The Field's banks may change during the year without notice. Fees for participation in the Sponsored Artist Program are payable by the Artist as follows:

- A 6% charge for all contributions, grants, matching gifts and special events income received.
 - A \$50 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 year to the next.
 - Sponsored Artists are required to repay to The Field, in full plus any bank fees or charges, 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.
- (i) 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 being served as an independent contractor and is not an employee of The Field. In particular, the Artist warrants that they are an employee of themselves, not The Field, and pays their own unemployment, disability insurance and any other insurance or taxes for themselves to the extent such payment is required. Neither the Artist nor anyone who works for or in conjunction with the Artist shall be considered an employee or agent of The Field, nor shall the Artist make claims against The Field for unemployment compensation, workmen's compensation, disability benefits or any other such benefits. All such persons shall be agents, employees or consultants of the Artist only.
- (j) The Artist will 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. The Artist shall cause all persons acting for or in conjunction with the Artist to comply with the terms of this Agreement.
- (k) 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).
- (l) The Field may use the name and description of the Artist and any project that the Artist is involved in for promotion purposes and information.

4. THE FIELD AND THE ARTIST FURTHER AGREE:

- (a) Unless terminated earlier, 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. By paying this fee, the Artist signifies that they accept the full benefits and terms of The Field's Sponsored Artist Program as described on The Field's website as of the payment date.

- (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 its requirements as set out herein, or (ii) if The Field determines, in its sole discretion, that such termination is in the best interests of The Field or the Artist.
 - (c) The Artist may withdraw from this Agreement at any time by notifying The Field in writing.
 - (d) Should there be any changes to the taxpayer ID or payment remittance information as provided by the Artist on page 5 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 activities.
5. 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 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.
 6. 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.
 7. 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.
 8. 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 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. 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). 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):

Artist Name _____ Date _____

Signature _____

Company Name (if applicable) _____

Discipline _____

Mailing Address _____

City _____ State _____ Zip Code _____

Preferred Phone _____ Alternate Phone _____

Email _____ Website _____

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.

1. Social Security Number () or EIN Number () _____ **(Required)**

2. 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)**

Please answer the following questions.

1. Do you have a Doing Business As (DBA) account? If so, please provide the Legal and DBA names.

Legal Name _____ DBA _____

2. Are you incorporated or have you formed an LLC? If yes, please explain. _____

Please initial the following options that apply to you:

_____ I am a new Sponsored Artist with The Field.

_____ I am renewing my Sponsored Artist status with The Field.

_____ I am applying for, and represent that I qualify for, Fiscal Sponsorship.

The Field collects information from all of our artists about ethnic background and career stage in order to track how we're meeting our goal of serving all artists. Please provide the following optional information:

Ethnic Background: Check the box(es) describing how you self-identify.

<input type="checkbox"/> Arab/Middle Eastern	<input type="checkbox"/> Asian/Asian-American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> Hispanic/Latinx	<input type="checkbox"/> Native Hawaiian/Pacific Islander	<input type="checkbox"/> Black/African-American
		<input type="checkbox"/> White/Caucasian

Art Career Stage: Check the box that best describes how you self-identify.

<input type="checkbox"/> Early Career	<input type="checkbox"/> Mid-Career	<input type="checkbox"/> Established Artist
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OFFICE USE ONLY (If you are the Artist, please do not write below.)

Signed/Accepted _____ Date _____

Title _____

Sponsorship dates from _____ to _____

for _____

_____ Check date _____ CC date _____ Signed contract

_____ Company/Artist bio _____ Project description