



SAMPLE GRASSROOTS LOBBYING AGREEMENT

Welcome! This grant agreement is a separate agreement to Fractured Atlas's Fiscal Sponsorship Grant Agreement, which is the backbone of our fiscal sponsorship program. It solidifies our working relationship as you start your fiscal sponsorship with us. We know contracts are not everyone's cup of tea so you will find this agreement annotated with more accessible language. The language on the left column is the original contractual language and the language on the right column is our annotations to ease understanding. Please note that in the annotation, we'll frequently refer to the project in the second-person pronoun. This "you" refers to the Grantee. And remember, the official contract is what is binding – our annotations are just to help in understanding contractual language.



GRASSROOTS LOBBYING GRANT AGREEMENT

This Grant Agreement (the "Grant Agreement") is made by and between Fractured Atlas, Inc., a New York not-for-profit corporation recognized as exempt under Internal Revenue Code ("IRC") Section 501(c)(3) ("FA"), and your name, a description of your legal status for this contract ("Grantee").

1. Grant. Subject to the terms and conditions stated in this Grant Agreement, FA agrees to grant to Grantee funds in the amount not to exceed 8,000 [FY 2024 example] dollars (\$8,000.00 [FY 2024 example]) (the total amount actually granted to Grantee, the "Grant") to be used in furtherance of the Grant Purposes, as defined below. The Grant shall be disbursed to Grantee in installments as follows, with each disbursement and the amount thereof to be in FA's sole discretion:

Fractured Atlas agrees to release a maximum of 8,000 [FY 2024 example] dollars to your project in support of your lobbying activities.

a. The first disbursement shall be disbursed to Grantee following receipt by Fractured Atlas of a signed copy of this Grant Agreement; and submission of a detailed request for disbursement.

The first payment installment of 8,000 [FY 2024 example] dollars will be released to your project shortly after Fractured Atlas receives a signed copy of this very Fiscal Sponsorship Grant Agreement Lobbying Agreement.

b. Subsequent disbursements shall be made, in FA's sole discretion and in such amounts and at such times during the Term, as defined below, as determined by FA in its sole discretion.

The payment installations following the first payment will be released at Fractured Atlas's discretion.

c. During the Term, Grantee may submit to FA requests for additional disbursements of the Grant. All such requests shall be submitted by Grantee using the form provided by FA and shall demonstrate with sufficient detail Grantee's projected expenses in furtherance of the Grant Purposes, as defined below, over the period of time covered by the request. FA, in its sole discretion, may choose to grant some, all, or none of the requested amount to Grantee.

While this lobbying agreement is active, you agree to submit requests to Fractured Atlas to release additional funds to be used towards your project's lobbying activities. The requests will explain how the funds will be used and will be submitted following FRACTURED ATLAS'S FUND RELEASE REQUEST PROCESS.

Notwithstanding the foregoing, the sum of all disbursements of the Grant shall not exceed 8,000 [FY 2024 example] dollars (\$8,000.00 [FY 2024 example]).

2. Grant Purposes. The Grant is being made for the purpose of supporting grassroots lobbying activities within the meaning of IRC Section 4911 and the Regulations thereunder in support of a description of your lobbying activities and more specifically for the purposes described by Grantee in the documents submitted to FA (the "Grant Purposes"). The Grant is earmarked to be used exclusively for grassroots lobbying activities within the meaning of IRC Section 4911 and the Regulations thereunder, and no portion of the Grant shall be used for other activities, including direct lobbying activities within the meaning of IRC Section 4911 and the Regulations thereunder. The Grant shall be used by Grantee in furtherance of the Grant Purposes in a manner consistent with FA's mission to make the journey from inspiration to living practice more accessible and equitable for artists and creatives. Should Grantee wish to use the Grant for a purpose other than the Grant Purposes, it shall contact FA for advance written consent to such change.

This is important: the funds that Fractured Atlas releases to your project can only be used to support the approved grassroots lobbying activities described in this paragraph. If you want to use the funds in any other way, you must contact Fractured Atlas via email and receive consent.

3. **Term and Grant Period.** This Grant Agreement shall remain in effect between the date of this Grant Agreement and August 31, 2024, unless earlier terminated (the "Term"). Each disbursement of the Grant shall be used in full by Grantee in furtherance of the Grant Purposes within ninety (90) days after receipt by Grantee (each such ninety (90) day period, a "Grant period"), unless otherwise agreed to in writing by FA. Grantee shall immediately notify FA if it expects at any time that any portion of the Grant will not be spent by the end of the respective Grant Period. In such case, FA, in its sole discretion, may agree to extend the end date of the respective Grant Period or may require that Grantee repay to FA any portion of the Grant which has not been spent by the end of the respective Grant Period.

This agreement will be in effect for the dates that are listed here. When funds are released, the project agrees to use all the funds within 90 days. If the funds are not used within this period, they will be returned to Fractured Atlas.

4. **Reporting Requirements/Records.** By no later than April 1 of each year during the Term of this Agreement, Grantee shall complete and submit to FA a report in the form of the Grant Report Form attached hereto as Exhibit A, together with a line-by-line report of the expenditures made with the Grant funds during the reporting period (the "Grant Report"). In addition, within sixty (60) days or by the April 1st following the end of the Term of this Grant Agreement, whichever is sooner, Grantee shall also submit a final Grant Report to FA. Grantee shall also keep a complete and accurate record of all receipts and expenditures relating to the Grant for four (4) years and make such records available to FA, if FA so requests, at reasonable times for review and audit. Receipts and expenditures include, but are not limited to, bills, invoices, and payroll statements.

Every year, you agree to submit a report (see below for details) of your lobbying activities to Fractured Atlas. This will be submitted by April 1 of each year and include a detailed budget. Within 60 days of the end of this agreement, you also agree to submit a report (see below for details) of your lobbying activities to Fractured Atlas. This will also include a detailed budget.

The Grant funds shall be kept segregated continuously in a separate fund on Grantee's books dedicated to the Grant Purposes, and no part of the Grant may be used for Grantee's general support or general purposes. Grantee shall treat the Grant funds as restricted assets and shall maintain books accounting for the Grant funds separately from other funds.

You agree to account for the funds released by Fractured Atlas for lobbying purposes separately from your project's other money and income, and understand that this income cannot be used interchangeably. You also agree to keep accounting records dedicated specifically to the approved lobbying activities and expenses. While we do not require a separate bank account for each of these activities, this is highly recommended to ensure that you don't mix up the funds.

5. **Prohibited Use of Grant.** Grantee shall not use any portion of the Grant to: (a) participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office; (b) cause any private inurement or improper private benefit to occur; (c) take any other action inconsistent with IRC Section 501(c)(3); or (d) take any action that would constitute an independent expenditure for or against a candidate for elected office, or an expenditure for or against a ballot measure, under any applicable local, state, or federal political law or regulation.

You agree to not use funds that Fractured Atlas releases to influence campaigns or candidates for public office. Activities like these are considered electioneering, which is off limits! The IRS prohibits 501(c)(3)s, like Fractured Atlas, from participating in these activities. These funds must also not be used to financially benefit any individual or company privately or take any other action that would compromise Fractured Atlas's charitable status.

6. **Prohibition Against Terrorist Activities.** Grantee agrees that the Grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order No. 13224.

You agree to not use any money that Fractured Atlas released to support terrorism, as defined by the U.S. government.

7. **Right to Modify or Revoke.** FA reserves the right to discontinue, modify, or withhold any payments or disbursements to be made under this Grant Agreement or to require a total or partial refund of any portion of the Grant if, in FA's sole reasonable discretion, such action is necessary because: (a) Grantee has not fully complied with the terms and conditions of the Grant of this Grant Agreement; (b) the purpose and objectives of the Grant have been jeopardized; or (c) the Grant or Grantee's use of the Grant are not in compliance with the requirements of any law or regulation applicable to Grantee, FA, or the Grant. Prior to taking any such action to discontinue, modify, or withhold any payments to be made under this Grant Agreement or to require a total or partial return of any portion of the Grant, FA may choose, in its sole discretion, to meet and confer with Grantee to discuss its concerns.

If we find out that your project did not uphold your part of this agreement, the purpose of the agreement has been jeopardized, or there was an illegal usage of the released funds, we reserve the right to stop, change, or withhold fund release requests.

8. **Representations and Warranties.** Grantee represents and warrants that it possesses all governmental franchises, licenses, certificates, permits, authorizations, and approvals necessary for it to perform its obligations under this Grant Agreement. Grantee further represents and warrants that it has complied, and will continue to comply during the Term, in all material respects with, and is not in

You, the legal entity, agree that you are legally able to fulfill the terms of this agreement and the lobbying work that you will conduct does not violate any laws.

violation, and will not become in violation during the Term, in any material respect of, any federal, state, or local law, ordinance, or regulation applicable to Grantee's ability to perform its obligations under this Grant Agreement.

9. **Publicity.** Grantee acknowledges that FA shall have the right to use the name and logo of Grantee in relation to this Grant and refer or link to Grantee and the Grant in its reasonable discretion in any press release, professional or trade publication, website, advertisement, or other public document or announcement, including without limitation, in a general list of FA's supported organizations, in FA's Form 990, and as otherwise required by law. Grantee further agrees to comply with all restrictions and/or requirements regarding publicity as set forth in the Primary Grant Agreement.

You agree to Fractured Atlas using your name and/or logo for publicity purposes in regards to your lobbying activities.

10. **Required Notification.** Grantee is required to provide FA with immediate written notification of: (a) any changes in Grantee's tax-exempt status or legal status; (b) Grantee's inability or anticipated inability to expend the Grant for the Grant Purposes during the Term or any respective Grant Period; (c) any expenditure from the Grant that is inconsistent with the terms of this Grant Agreement; and (d) any other material change with respect to the matters covered by Grantee's representations, warranties, and assurances to FA contained herein.

Communication is key. You agree to notify us via email (support@fracturedatlas.org) if any of the following occurs:

- *Changes to your project's legal entity*
- *You cannot or expect to not be able to engage in the approved lobbying activities*
- *When there are any lobbying expenses that fall outside of the agreed, approved expenses*
- *There are any other major changes to the approved lobbying work or the budget*

11. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees to defend, indemnify, and hold harmless FA, its officers, directors, trustees, employees, and agents from and against any and all claims, losses, damages, expenses (including reasonable attorneys' fees and costs), and liabilities directly, indirectly, wholly, or partially arising from or related to any negligence or willful misconduct of Grantee, its officers, directors, trustees, employees, or agents in applying for or accepting the Grant, in expending or applying the Grant, in furtherance of the Grant Purposes, or in carrying out the program or project to be funded or financed by the Grant. Notwithstanding any other provision of this Grant Agreement, this Section XI shall survive the termination of this Grant Agreement for any reason.

If any legal troubles occur, the project will not hold Fractured Atlas responsible.

12. Miscellaneous

a. This Grant Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone. In making the Grant, FA does not assume any liability or responsibility for the actions of Grantee in carrying out the Grant Purposes. FA shall not be responsible for the programmatic work, fundraising events, accounts payable and receivable, negotiation of contracts, insurance, day-to-day use of the Grant, or other matters related to activities conducted by Grantee. FA shall have no responsibility for the payment to any third-party of any expenses incurred by Grantee in furtherance of the Grant Purposes, which shall remain Grantee's sole responsibility.

This agreement and our fiscal sponsorship relationship states that anyone involved with your project such as directors, officers, employees, and volunteers are separate from Fractured Atlas and are not considered agents, partners, or legal representatives. Essentially, we are separate legal entities with separate structures. Additionally, Fractured Atlas is not responsible for the actions of your project and its employees, and all responsibility is assumed by the project.

b. This Grant Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without reference to its conflict of laws provisions. Both parties further agree that the courts in New York City and/or New York County in the State of New York shall be the venue for any action or proceeding that may be brought under, or arise out of, in connection with, or by reason of, this Grant Agreement.

This agreement is governed by New York State laws.

c. Grantee shall not assign, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Grant Agreement or any of its rights or obligations under this Grant Agreement without the prior written consent of FA. Nothing in this Grant Agreement, express or implied, is intended to confer on, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities.

Under this agreement, you cannot assign your responsibilities of this agreement to another person or entity without Fractured Atlas's consent. Please communicate with us!

d. This Grant Agreement (including any Exhibits attached hereto which are hereby incorporated by reference) constitutes the entire agreement with respect to the subject matter hereof, and shall supersede any prior or contemporaneous oral or written agreements, understandings, or communications or past courses of dealing between FA and Grantee with respect to the subject matter hereof. This Grant Agreement may not be amended or modified, except in a writing signed by duly authorized representatives of both parties. Neither this Grant Agreement nor any other statement, oral or written, express or implied, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or commitment by FA or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant shall be a separate and independent transaction from any other transaction between FA and Grantee or any other entity.

This current agreement between your project and Fractured Atlas is the only and complete agreement in effect once it is engaged related to your lobbying activities. Other previous agreements or conversations are not considered legally binding. This agreement here is the one.

By signing this Grant Agreement, Grantee accepts the Grant and agrees to the terms and conditions set forth in this Grant Agreement.

The signatory below agrees that they are authorized to enter into this lobbying agreement, to accept this grant to engage in lobbying activities, and to agree to abide by all the terms of this agreement.

The undersigned certifies that they are a duly selected and authorized officer/representative of Grantee and that, as such, they are authorized to accept the Grant on behalf of Grantee, to obligate Grantee to observe all of the terms and conditions placed on the Grant, and, in connection with the Grant, to make, execute, and deliver on behalf of Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last signed by Grantor below.

Signed **Date agreement is signed**

YOUR LEGAL ENTITY NAME
Digitally signed by **Your name**

Signed **Date agreement is signed**

FRACTURED ATLAS, INC.
Theresa Hubbard
CEO

EXHIBIT A
GRANT REPORT FORM

Please complete and return this Grant Report Form (the "Grant Report") to Fractured Atlas, Inc. at support@fracturedatlas.org as set forth in the Grant Agreement. Terms used herein have the same definition as given in the Grant Agreement.

I. Grant Information

Grantee: _____

Project/Program Funded: _____

Period Covered by this Report: _____

Amount of Grant: \$ _____

Amount Expended in Furtherance of Grant Purposes: \$ _____

II. Grantee Contact Information

Contact Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

III. Grant Report

A. **Confirmation of Requirements.** Please confirm that each of the following requirements was met consistent with the Grant Agreement by checking each box. If you are not able to confirm any of the requirements below, please provide an explanation in a narrative attached to this report.

The Grant was used in furtherance of the Grant Purposes

The Grant was not used in violation of or in a manner inconsistent with the Grant Agreement

No changes have occurred to Grantee's tax-exempt status or legal status since the Grant Agreement was entered into

B. **Statement of Revenues and Expenditures associated with the Grant Purposes.** Please provide financial statements reflecting the revenues and expenditures associated with the Grant.

C. **Programmatic Accomplishment(s).** In an attached narrative no longer than [three (3)] pages total, please respond to the following questions, which responses should cover the entire Grant Period:

1. What were the major accomplishments achieved in furtherance of the Grant Purposes? Describe the goals for the funded project or program as well as the Grantee's success in meeting those goals.
2. Did Grantee experience any challenges that may have prevented accomplishing its goals or completing this project?
3. What are Grantee's plans for this project or program in the future? How will Grantee sustain it in the coming years?
4. Please share any success stories or evaluation data from those who benefited from the funded project or program.

D. **Publicity Materials.** Please attach copies of publications or other public communications acknowledging or referencing Fractured Atlas, Inc. related to the Grant or Grant Purposes.

I hereby certify that the above and attached statements are true, accurate, and complete.

Signature of Authorized Representative

Date

Name of Authorized Representative

Title of Authorized Representative

*Return this completed, signed Grant Report Form and any necessary attachments to
support@fracturedatlas.org*



Need Help?

Search our [Knowledge Base](#) or ask a question.

Donate to Fractured Atlas

Support Fundraising by Fractured Atlas and other services for artists.

Contact Us

support@fracturedatlas.org

