



DRIPPING SPRINGS COMMUNITY FOUNDATION

FISCAL SPONSORSHIP FUND AGREEMENT

This Fund Agreement (“Agreement”) is made by and between the Dripping Springs Community Foundation, a Texas non-profit corporation (“DSCF”), and the City of Dripping Springs, a municipal corporation of the State of Texas (CODS).

WITNESSETH:

WHEREAS, CODS has engaged DSCF to administer the funds of the Dripping Springs Visitors Bureau Fund.

WHEREAS, the DSCF, in furtherance of the charitable purposes and functions of the DSCF, has determined that it would serve the interests of the Dripping Springs community to establish a Fund to support the Visitors Bureau programs of the City of Dripping Springs.

WHEREAS, the DSCF is a Texas corporation exempt from federal income taxation pursuant to Sections 501(c)(3) and 170 (b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the “Code”), and is an appropriate community foundation within which to establish such a fiscal fund for the purpose of serving the needs and interests of the Central Texas community and promoting the well-being of the people of Central Texas; and

WHEREAS, the DSCF is willing and able to accept the Fiscal Sponsorship Fund subject to the terms and conditions of this Agreement;

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

1. NAME OF FUND. The name of the Fund created hereby is the Dripping Springs Visitors Bureau Fund (the “Fund”).
2. PURPOSE OF THE FUND. The purpose of the Fund shall be to provide support for programs and events of the Dripping Springs Visitors Bureau of the City of Dripping Springs.
3. INCORPORATION OF GOVERNING INSTRUMENTS OF THE FOUNDATION. The DSCF agrees to hold and administer all contributions to the Fund under this Agreement, on the terms and subject to the conditions set forth in the DSCF governing instruments, including its articles of incorporation and bylaws, as amended from time to time, and any resolutions, procedures and guidelines from time to time in effect. All provisions of such governing instruments of DSCF and such resolutions, procedures and guidelines are incorporated into this Agreement and by this reference made a part hereof.
4. CONTRIBUTIONS. Any person or organization may make a contribution to DSCF for the purposes of the Fund by a transfer of cash or other assets to DSCF for additions, in

whole or in part, to the assets of the Fund. All contributions to the Fund shall be irrevocable and shall be used in furtherance of the purposes of the Fund.

5. USE OF THE FUND. Contributions made to the Fund, from time to time, shall be committed, granted or expensed for, or in furtherance of, the purpose of the Fund.

6. ADVISORY COMMITTEE. For purposes of this agreement, three individuals shall constitute the Advisory Committee: Lisa Sullivan, Pam King, and Shawn Cox. Fund shall notify the DSCF within seven (7) days of any changes made to the advisory committee or its officers. The Fund shall provide proof of election or selection of its officers or representatives at any time an election has occurred. Failure to make such notification may result in closure of the Fund and termination of this Agreement. DSCF shall have no role in the Advisory Committee other than disbursement of funds.

7. DISTRIBUTIONS. DSCF shall distribute such amounts of the Fund to those entities recommended by the Fund Advisory Committee. DSCF shall not undertake the responsibility of selecting recipients of the funds nor shall it seek any other involvement or purpose within the Fund.

8. TERMINATION. If (a) DSCF should determine (in its sole discretion) that continued compliance with the terms and provisions of this Agreement would be impossible or impractical or would be inconsistent with the charitable purposes of the DSCF, or (b) for any reason DSCF dissolves, ceases to exist or ceases to hold or administer the Fund or otherwise to function under this Agreement or (c) the Fund fails to adhere to the fiscal sponsorship guidelines as adopted by the DSCF, then the net assets of the Fund shall be distributed to one or more entities selected by DSCF which is (i) an organization exempt from taxation under Section 501 (c) (3) of the Code and (ii) not a private foundation under Section 509 (a) of the Code.

9. SEPARATE ACCOUNTING. The Fund shall be accounted for separately and apart from other funds of DSCF.

10. DSCF AS OWNER OF THE FUND. The Fund shall be the property of DSCF and shall be owned by it in its normal corporate capacity.

11. EXPENSES. As compensation for its services in administering and distributing the Fund, the DSCF will receive an administrative fee of \$200 per year, or 0.25% of the fair market value of the Fund on December 31 of the previous year, whichever is greater. The fee will be assessed in the first quarter of each year.

12. MINIMUM BALANCE AND INACTIVITY. The Fund is required to maintain a minimum balance of \$500 at all times, until such time as the Fund is closed. DSCF may distribute any funds in the Fund to DSCF's general fund (or any other fund at DSCF) if (a) the minimum balance of the Fund drops below \$500, and sufficient monies are not deposited in the Fund to meet the minimum balance within 30 business days after notifying one or more members of the Advisory Committee of the Fund's monetary deficiency; or (b) the Fund has no activity for a period of twenty-four months.

13. ACTIVITIES: The Dripping Springs Visitors Bureau Fund agrees to adhere to any and all program fiscal sponsorship fund guidelines as adopted from time to time by the DSCF.

14. LIABILITY Of DSCF. The DSCF shall incur no liability for anything done, or omitted, by the DSCF in connection with DSCF's duties hereunder, except for loss occasioned by the gross negligence or bad faith of DSCF. The duties of DSCF shall be only those specifically set forth herein, or hereafter agreed to by it in writing. The DSCF is not acting as a trustee and there are no attributes of a trust inherent in the relationship between the Fund and the DSCF.

15. DEFINITIONS. For purposes of this Agreement, "charitable purposes" include charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Code, contributions for which are deductible under Section 170(c)(2) of the Code. All references in this Agreement to the Code include all applicable regulations promulgated by the Internal Revenue Service under the Code.

IN WITNESS WHEREOF, DSCF and the Fund Contact have caused this Agreement to be executed as of the _____ day of _____, 20__.

(All signatures in blue ink.)

The Dripping Springs Community Foundation

By: _____

Address: PO Box 1684, Dripping Springs, TX 78620

And the

City of Dripping Springs (Dripping Springs Visitors Bureau Fund)

By Bill Foulds, Mayor, City of Dripping Springs

By _____

Address: 511 Mercer Street

Dripping Springs, Texas 78620