



2035 FIFTH AVENUE – NEW YORK, NY – 10039 – 212-348-0700
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responsibility for ensuring that contributions to Grantor for the purposes of the Project are tax-deductible to any particular Donor. Grantor does not provide individual tax advice; therefore all Donors are encouraged to consult their own outside professional advisers to address questions on deductibility or donative intent.

9. In order to defray Grantor's costs of administering the restricted fund and this grant, Grantor shall deduct an administrative charge of 5% of the full amount of any donation designated for purposes of the Project. This administrative charge shall be assessed, recorded, and deducted each time a donation is received into the restricted fund or received by Grantee acting as agent for Grantor under the terms of paragraph 3. Grantor may additionally, at its sole discretion, deduct from the restricted fund any special or unusual costs it incurs in administering the restricted fund (such as bank penalty fees resulting from a Donor's bounced check). Any interest earned on amounts held in the restricted fund shall be retained in Harlem Film House's general fund.

10. Grantee understands that any contributions made by Grantor to another charitable organization, at the request of Grantee, will be deducted from the Grantee's restricted fund and will not be available for grantmaking to Grantee.

11. In furtherance of Grantor's charitable mission, the parties desire to ensure that works produced using grant funds are made available for Harlem Film House's public or private benefit regardless of any exclusive or non-exclusive distribution deal entered into by the Grantee.

12. Grantee shall spend all funds received from Grantor in furtherance of the Project within ninety (90) days of receipt. Grantee shall return any funds not so spent to Grantor, who shall allocate them to the restricted fund designated for purposes of the Project.

13. Grantee shall submit a full and complete report to Grantor no later than 90 days following the end of each year within which any portion of this grant is received or spent. The report shall describe the programs conducted by Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on Grantee's compliance with the terms of this Agreement.

14. This grant is not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and



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Grantee. Thus, any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of Grantor. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

15. Grantor has determined, relying on the advice of legal counsel, that the restricted fund is not a donor advised fund within the meaning of IRC Section 4966(d)(2)(B)(i), as presently interpreted, because it makes distributions only to a single identified entity.

16. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.

17. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or its agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant, or in carrying out the program or project to be funded or financed by the grant. Notwithstanding any other provision of this Agreement, this paragraph 16 shall survive the termination of this Agreement.

18. This Agreement may be terminated by either party (a) with cause immediately upon providing notice (in writing or by email) of such termination and the cause to the other party, or (b) without cause forty (40) business days after providing notice (in writing or by email) of such termination to the other party. The Agreement may be terminated by the Grantee when the purposes of the Project can no longer reasonably be accomplished.

19. In the event this Agreement is terminated and the balance of the restricted fund designated for the purposes of the Project is greater than zero, Grantor may, within its sole discretion, distribute some or all remaining amounts to Grantee within fifteen (15) business days of receiving a final grant request for any legitimate, Project-related anticipated or un-reimbursed expenses (the "Final Request"). Grantee shall submit the Final Request no later than ninety (90) calendar days after this Agreement is terminated. Grantor shall process the Final Request in accordance



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with the standard policies and procedures for fund disbursements as described in this Agreement as in effect at the time a notice of termination is sent by either party. Grantor, in its sole discretion and control, may also dispose of the Project assets, including funds held in the restricted fund, in any manner consistent with applicable tax and charitable trust laws, which may include re-allocating any balance to the Harlem Film House grant fund for substantially similar purposes, or using any balance to defray Grantor's costs of administering its fiscal sponsorship program. Notwithstanding any provision of this Agreement to the contrary, this paragraph 18 shall survive the termination of this Agreement for so long as Grantor is processing the Final Request.

20. Grantor, at any time and at its sole discretion, may conduct an audit of the Project's activities. Such audits are intended to investigate and document that the Project is being carried out in accordance with the approved application, this contract, Grantor's exempt purposes, and all applicable laws. Failure on the part of Grantee to provide full cooperation and adequate documentation in the event of an audit shall be considered a breach of this Agreement.

21. 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 in the County of New York, State of New York, and each party hereby consents to the personal jurisdiction of any court in such county.

22. 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.

23. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Grantor reserves the right to modify or amend this Agreement at any time via after notice (either in writing or by email) describing such modification or amendment is provided to Grantee. Grantor reserves the right to modify or amend its Fiscal Sponsorship program at any time, provided that such modification or amendment shall not be effective until the modified or amended Harlem Film House Fiscal Sponsor Program Terms & Conditions is published on the Harlem Film House website. Grantee's continued nonexercised of its right to terminate this Agreement under paragraph 17 shall be deemed acceptance of all such modifications and amendments. Grantor 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



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509(a). Grantee may not assign any part of this Agreement without Grantor's written consent.



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