



## Affiliate Letter of Agreement

*(Must be signed and accepted by both  
EMA and the Affiliate)*

1. It is understood that \_\_\_\_\_ (hereafter referred to as the Affiliate) and Early Music America, Inc. (hereafter referred to as EMA) will be parties to this agreement dated [\_\_/\_\_/\_\_\_\_]. This agreement is entered into to further the tax-exempt purposes of both the Affiliate and EMA.
2. Accordingly, for one year from the date of this agreement EMA will act as the fiscal agent for the Affiliate. Renewal will be conditional upon a yearly review of the required reports from the Affiliate (see below) and its activities, at which time EMA may elect to renew, revise or terminate this agreement.
3. EMA will administer all donated funds, whether public or private, solicited and/or received by the Affiliate through employment of EMA's tax-exempt status, and it will retain control and discretion over all such funds distributed to the Affiliate. The Affiliate agrees that all such funds received from EMA will be applied only toward projects and purposes approved in advance by EMA.
4. EMA agrees that it will not impose its artistic viewpoints or decisions upon the Affiliate or its projects.
5. The Affiliate agrees to maintain complete and accurate records, including receipts, of all income and expenses, as well as a complete file of production subcontracts and other documents, rights arrangements, and property acquisitions. Further, the Affiliate agrees to provide copies of these materials to EMA as and when required by EMA. These records should be retained by the Affiliate for at least five years from the end of the year of the completion of the project, as required by the Internal Revenue Service.
6. In addition, the Affiliate agrees to furnish the following program and fiscal reports to EMA:
  - \* Status reports of all projects provided quarterly, commencing three months from the date of this agreement
  - \* Final reports, provided within sixty days of the completion of the project.
  - \* Additional status and funding reports as required by EMA and individual funding sources.
7. The affiliate agrees to notify EMA of all public and private grant applications and/or requests before they are submitted, to provide copies of all grant proposals and donation solicitations to EMA for review and approval mutually beneficial dates and times for submission and distribution.
8. The Affiliate also agrees to file all reports to public and private funding agencies through EMA.
9. The Affiliate agrees to periodic audits and/or examinations by EMA of its financial and accounting systems as required by EMA.
10. The Affiliate agrees that no funds raised through EMA's auspices will be used to engage in electioneering or lobbying activities.
11. The Affiliate agrees that EMA retains the right to terminate this agreement and the fiscal sponsorship relationship at any time if the terms of the agreement are not complied with, and that EMA may, in such circumstances, reclaim all unused funds raised through EMA's auspices.

12. EMA will file forms 1099 with the Internal Revenue Service at the end of each calendar year reporting all disbursements made to individuals in excess of \$600 during the year, as required by law. The Affiliate agrees to keep accurate records of such payments, including the names, addresses, and social security numbers of all recipients and to supply the this information to EMA in a timely fashion. The Affiliate understands that it may be responsible for reporting to the IRS and/or other agencies any funds received through EMA's auspices.

13. The Affiliate agrees to be responsible for all pertinent and project-related payroll taxes, as well as SDI and workers compensation costs. It is agreed that neither the Affiliate, its members, nor anyone employed or contracted by the Affiliate to work on its projects will be considered an employee of EMA, nor will such persons be authorized to make any claim against EMA for unemployment compensation, workers compensation, or disability benefits.

14. It is agreed that all publicity and promotional materials, including press releases, printed materials, brochures, flyers, posters, programs, and advertisements related to the Affiliate's projects will contain proper credit to EMA, including the phrase "[Project] made possible by the fiscal sponsorship of Early Music America, with funding provided by [Agency or Agencies]," or an alternative phrase acceptable to EMA.

15. It is also agreed that EMA may use the title and description of projects of the Affiliate, as well as listings of grants and donations that EMA has received on the Affiliate's behalf, for the purposes of information, publication, and promotion. The Affiliate agrees to provide EMA with copies of reviews and other press materials, distribution brochures, notices of performances, exhibits and other pertinent information.

16. The Affiliate agrees to hold EMA, its Board of Directors, and its employees harmless against any claims, liabilities, and judgments that may be made against EMA or the Affiliate as a result of any project undertaken by the Affiliate. The Affiliate further agrees to provide proof of liability insurance coverage and to name EMA as an additional insured in its liability insurance policy.

17. The Affiliate agrees to pay EMA an annual administrative fee of \$50 and it further agrees that EMA may deduct from the affiliate's income received under EMA's auspices a sum equal to 10% of that income in excess of \$500 annually as an additional administrative fee, unless a lesser fee is mandated by a granting agency, in which case that lesser fee will apply.

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