



Shasta County Arts Council

LETTER OF AGREEMENT ESTABLISHING PROGRAM STATUS

This is a letter of agreement between the Shasta County Arts Council (hereafter referred to as SCAC) and: _____ (hereafter referred to as SCAC PROGRAM)

- The Shasta County Arts Council (SCAC) PROGRAM status was established to help incubate start-up arts organizations, projects, and/or individuals to help realize their potential and contribute to the vitality of Shasta County and Northern California.
- Said PROGRAM shall be for a term of no more than (1) year, renewable each year with a request from the PROGRAM to SCAC.

The following criteria must be met prior to receiving PROGRAM Status:

- The person or organization who has requested this relationship has written a PROGRAM **proposal** to SCAC, describing a specific PROGRAM to be conducted (see attached form).
- SCAC has evaluated the proposal to determine whether the PROGRAM is charitable and carries out SCAC's tax-exempt purposes.
- SCAC's Board of Directors approves the PROGRAM.

PROGRAM leadership shall:

- a. Be a member of SCAC.
- b. Be reviewed by the board on an annual basis to determine PROGRAM eligibility.
- c. Have a designated PROGRAM line item in the SCAC budget that directly relates to the Income and Expenditures of the PROGRAM.
- d. Present an annual report to SCAC (prepared in collaboration with SCAC's Executive Director) that includes information on programming (names, types of performances and/or events, audience numbers, average ticket cost) marketing & publicity efforts. NOTE: This data is important to obtain potential grants to grow said PROGRAM.
- e. Assure all donations for the PROGRAM are made payable to SCAC. Donation and grant monies solicited under non-profit status must be made out to SCAC according to IRS standards.
- f. Provide 15% of ALL donated, grant or earned monies to SCAC to cover administrative fees, and help offset insurance and other costs.



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- g. Adhere to the following wording in all promotional material “**Shasta County Arts Council Presents ...**” as is required to obtain Certificates of Insurance per each PROGRAM event or activity. Additionally, the PROGRAM shall include SCAC’s logo in all advertising, programs, posters, tickets and stationary of the PROGRAM. **(It is desirable that all promotional material be submitted to SCAC for approval prior to publication.)**
- h. Adhere to all rules governing the performance rights of copyrighted materials. Evidence of such adherence shall be made available upon request. Failure to meet these standards could lead to immediate dissolution of SCAC’s PROGRAM’s status.
- i. Provide a minimum of 30 days notice to assure special events, activities, etc., will be included in our email updates, newsletter, website information, etc.
- j. Identify, research, help to write and collaborate with SCAC on one grant application annually for the PROGRAM.
- k. Comply with the this document. If the PROGRAM is not in compliance or otherwise breaches its contract, SCAC will provide the PROGRAM with a 30-day written notice to make corrections and come into compliance. During the 30 days, SCAC will hold monies received on behalf of the PROGRAM. If at the end of the 30 days the PROGRAM is not in compliance, SCAC will serve the PROGRAM leadership with a 90-day termination notice. This will give the PROGRAM an opportunity to become a for-profit venture, cease to exist or find another fiscal sponsor. If another fiscal sponsor is found with proper 501c3 nonprofit status, SCAC may transition donations or grant money to the new fiscal receiver. Otherwise, SCAC would retain solicited donations.

SCAC’s umbrella nonprofit status will provide:

1. *The PROGRAM with the ability to fund-raise for its programming, be eligible for grant submission through SCAC and plug into a statewide network of arts and cultural groups.*
2. *No-cost \$1 million liability insurance for PROGRAM events and activities (satisfying Cascade Theatre and the City of Redding requirements). Certificates can be obtained through SCAC to meet liability insurance requirements for events and activities with a minimum of 15 days notice. The venue name, address, additional insured requirements, date(s), activity type, number of people expected, and whether alcohol will be served is required information to receive this coverage. Insurance does NOT cover the following : PROGRAM Board Members (if applicable); PROGRAM office space or regularly used space occupied by the PROGRAM. NOTE: Insurance coverage is for special events, activities, workshops, classes, presentations, and performances - NOT regular day-to-day activities of the PROGRAM.*
3. *Liability insurance coverage for use of Old City Hall Arts Center (OCH).*



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4. *Waiver of daily use fees for presentations, performances, classes, workshops and events held at OCH Arts Center.* Dates for performances must be obtained a minimum of 30 days prior to the activity. **(All fees pertaining to use of theater lighting, technicians, filming, recording, etc. shall be incurred by the PROGRAM.)**
5. No -cost events will incur a 15% fee payable to SCAC at the end of the activity. An *Event Evaluation Form* must accompany the payment. Concessions belong to SCAC.
6. Non-profit status and rates (through SCAC) for the purpose of facility rental for events held at facilities other than OCH **(PROgram is responsible for payment of rental fees at reduced non-profit rates.)**
7. Promotion of PROGRAM events in SCAC e-newsletters and on our website (if submitted in a timely manner to the SCAC staff by the PROGRAM. Additionally, PROGRAM will enjoy any publicity, marketing and PR efforts
8. If applicable, guidance on establishing one's own 501c3 nonprofit. While SCAC does not have the personnel to actually help a PROGRAM implement the process, it can provide guidance along the way and point the PROGRAM to valuable resources.

In addition to the above requirements, the PROGRAM shall provide:

1. One individual to act as its representative with SCAC.

Said representative shall be:

Name: _____
Address: _____ **Zip:** _____
Phone & Cell _____ **Other:** _____

2. The PROGRAM shall assume responsibility for all personnel actions of the group, for the selection of vehicles for all events presented by the group, venues for presentations, and preparation of the budget and other administrative actions of the group. SCAC will offer assistance in any of these matters.
3. Any documents requiring the use of SCAC's non-profit federal tax number (FEIN) 94-2791667 or California's non-profit tax number C-1089126 must be on file with SCAC. There are no exceptions to this requirement. The documents must be signed by a designated SCAC employee or Board Member and cannot be signed by a PROGRAM representative.



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4. Proposed dates and uses for OCH. Please provide name of event, proposed in and out time, day of the week and date. These include: TBA, Chico location, 5pm-11pm, Thursday, Nov. 17; 5pm-11pm, Friday, Nov. 18; 5pm-11pm, Friday, March 16, 2012; 5pm-11pm, Friday, June 9, 2012; 5pm-9pm, Friday, Nov. 16, 2012

PROGRAM status shall be subject to annual review and contract renewal commencing from the date of signing of this contract.

This agreement may be canceled at any time with thirty (30) days written notice by the PROGRAM or SCAC.

PROGRAM: _____ **Date:** _____

SCAC: _____ **Date:** _____