



## **MEMBERSHIP and FISCAL SPONSORSHIP AGREEMENT**

This Agreement is between East Portland Neighbors (“EPN”) and the \_\_\_\_\_ (“Organization”). EPN is an Oregon membership nonprofit public benefit corporation located in Portland, Oregon, qualified as exempt from federal income tax as a 501(c)(3) organization.

The purpose of this Agreement is to define the relationship between EPN and the Organization.

### **THE PARTIES HEREBY AGREE:**

#### **1. Term of Agreement**

This Membership Agreement shall begin on October 1 and continue through September 30 of the following year. Both parties shall jointly review this agreement each year before September 1. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

#### **2. Agreement**

The **Organization** shall

1. designate a representative from the Organization to the EPN; and
2. communicate any change of the designated representative in a timely manner.

The **Organization’s** representative shall

1. notify EPN about all of meetings and activities in a timely manner. A minimum of two-week notice is required for new or canceled activities or events or there may be gaps in insurance coverage; and
2. submit reports of all events and activities describing the activity, attendance, volunteer hours, donations and accomplishments.

**East Portland Neighbors** shall

1. provide insurance coverage for the Organization, its directors, officers, and volunteers, for all requested activities and events; and
2. notify the Organization of any changes to its standard operating procedures and insurance policies in a timely manner; and
3. manage the receiving and disbursement of funds for the Organization; and
4. when requested, create a restricted project fund, to manage any funds, donations, and grants being provided by the Organization to be used for a specific project for that Organization. The Organization is expected to designate a project manager to manage the operation and reporting of the project.

5. provide the Organization's designated representative and any project managers with timely reports on balances, receipts, and disbursements for all funds held for the Organization.

**3. Political Activity not allowed**

No funding or activity under this agreement may be used to attempt to influence a ballot measure or a campaign for public office.

**4. Mutual Hold Harmless**

Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

**5. Dispute resolution**

If a dispute arises between parties of this agreement that cannot be resolved amicably, the dispute shall be resolved by binding arbitration using the rules of the Judicial Arbitration and Mediation Services.

**6. Entire Agreement**

This Agreement constitutes the only agreement and supersedes all prior written and oral agreements and understandings among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing, signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Membership Agreement effective on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(Organization)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**East Portland Neighbors**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_