



National Storytelling Network Sponsored Members Program Contract: Letter of Agreement

The National Storytelling Membership Association, d.b.a. the National Storytelling Network (hereinafter “NSN”) and the applicant (hereinafter “the Member”) agree as follows:

A. Subject to parts B and C below, NSN agrees:

1. To deposit any funds received from or earmarked for the Member in an account segregated on NSN’s books, and to disburse to the Member funds earmarked for the Member two weeks from date of receipt of contributions made by check, and five business days from receipt of credit card contributions.
2. a) If the Member is not part of his/her own tax-exempt organization, to sponsor the Member in seeking tax-deductible grants and contributions to the extent permitted by law; and, where necessary, to write to funding sources explaining the relationship between the Member and NSN, and to provide copies of NSN’s 501(c)(3) letter of determination and other supporting materials to funding sources.

b) To sign grant contracts, process approved grants promptly, and acknowledge contributions from any government, foundation or corporate sources; provided that such grants and contributions are made payable to NSN.

c) On request, to refer the Member to a consultant who will advise and assist in the preparation of grant proposals, budgets, and financial reports related to the Member’s artistic work on a pro-rated fee basis of \$40 per hour.

d) To issue an IRS 1099 form for any funds disbursed by NSN to the Member totaling over \$599 during any calendar year.
3. Not to impose NSN’s artistic judgments on the Member.
4. That all rights and titles to ownership of the Member’s artistic work and all income derived therefrom shall belong to the Member.

B. Subject to Part A above and Part C below, the Member agrees:

5. To advise NSN of any material changes in the purposes or activities put forth in its fundraising materials submitted to NSN.
6. a) To submit funding proposals and solicitation materials to the SMP review committee at least two weeks prior to the date on which these must be mailed to the funder.

b) To have all grants and contributions he/she seeks through the sponsorship of NSN made payable to NSN.

c) To file all reports, including final reports, required by funding sources and to supply NSN with a copy of each such report for NSN’s approval prior to sending it out.

d) To acknowledge every contribution and grant with a personalized thank you letter to the contributor or funding body.

e) To submit to NSN copies of materials relating to the Member's funded project, its purpose and activities, and related fiscal matters including, but not limited to, copies of programs, reviews, flyers, correspondence, proposals, solicitation materials, contracts, agreements and other documents relating to grants and contributions.

7. That NSN shall deduct an 8% fee from all contributions to cover administrative costs.
8. That NSN shall deduct a 4% fee for credit card contributions to cover the cost of each credit card transaction.
9. To supply, in writing, details about projects for which the Member wishes to solicit individual contributions under the sponsorship of NSN and to supply a copy of the solicitation letter, which must be approved before the Member proceeds with the solicitation. This letter must include the following:

NSN is a not-for-profit, tax-exempt, 501(c)(3) organization serving the national storytelling community. Contributions made to NSN and earmarked for [Member's name] are tax deductible to the extent allowed by law. For more information about NSN, contact: NSN, P.O. Box 795, Jonesborough, TN 37659. Phone: (423) 913-8201, fax: (423)731-9331, www.Storynet.org. e-mail: NSN@storynet.org. A copy of NSN's latest annual report may be obtained, upon request, from NSN.

This same paragraph must appear in solicitations in programs or on a website. NSN must be notified in writing and give consent before the Member may use NSN to solicit any individual contributions.

10. That neither the Member nor anyone who works for the Member shall be considered an employee or agent of NSN, nor shall he or she make claims against NSN for unemployment compensation, workmen's compensation, or disability benefits. All such persons shall be agents, employees or consultants of the Member only. This agreement does not constitute a contract of employment between NSN and the Member or any other person. The Member is being served as an independent contractor and is not an employee of NSN. In particular, the Member warrants that the Member is an employee of him or herself, not NSN, and pays his/her own unemployment, disability insurance and any other insurance or taxes for him/herself to the extent such payment is required.
11. To abide by all of NSN's policies and procedures set out in the guidelines attached and such other policies and procedures as may be adopted by NSN and stated from time to time in writing. The Member shall cause all persons acting with respect to the Member to comply with the terms of this agreement.
12. That all publicity, news releases, websites, programs and other published documents relating to the Member's funded projects will include the NSN logo (available from NSN; e-mail NSN@storynet.org) and will give proper credit to NSN and supporters in this manner: This program has been made possible in part through the sponsorship of the National Storytelling Network [and (if applicable), with funding provided by (funders)].

13. That NSN may use the name and description of the Member and any project that the Member is involved in for promotion purposes and information.

C. NSN and the Member agree that:

14. NSN may terminate this agreement at any time by notifying the Member in writing (a) if the Member fails to comply with any of its requirements as set out herein, or (b) at NSN's sole discretion if NSN reasonably determines that such termination is in the best interests of NSN or the Member.

15. The Member may withdraw from this Agreement at any time by notifying NSN in writing.

16. The Member agrees to indemnify and hold harmless NSN from any and all claims, costs, awards, damages, judgments and expenses (including reasonable attorney's fees) arising out of any claim, demand, action or proceeding, which may be made or instituted against NSN by reason of a breach of any warranty or representation made by the Member in this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year written below. By signing below, the Member understands this Agreement and agrees to its terms.

For the Member:

Signed _____ Date _____

Printed _____

Company Name (if applicable): _____

Mailing Address: _____

Preferred Phone: _____

Alternate Phone: _____

Fax: _____

E-mail: _____

Social Security Number or FEI Number: _____

Make checks for you/your company payable to: _____

For NSN:

Signed _____ Date _____

Title _____