

Project Intake Agreement

This is a Project Intake Agreement (“**Agreement**”), dated as of _____, 20____, between _____ (“**Client**”), a California nonprofit public benefit corporation, and _____ (“**Current Sponsor**”), a _____ nonprofit corporation.

Background

A. Client’s mission and charitable purpose is to _____. In line with that mission, Client provides infrastructure and services to nonprofit projects through its fiscal sponsorship program.

B. Current Sponsor’s mission is to _____. The project known as _____ (“**Project**”) is a fiscally sponsored project of Current Sponsor. The project director for the Project (“**Project Director**”) and Current Sponsor signed an agreement on _____, 20____ (“**Current Sponsorship Agreement**”).

C. In furtherance of their tax-exempt purposes, and on the basis set out in this Agreement, Current Sponsor wishes to transfer to Client, and Client wishes to accept from Current Sponsor, the Project’s assets and liabilities, for the purpose of the Project becoming a fiscally sponsored project of Client.

Client and Current Sponsor agree as follows:

1. TRANSFER OF PROJECT

1.1 Project Assets

Upon the terms and subject to the conditions of this Agreement, on the Effective Date (as defined in Section 2.1), Current Sponsor will transfer to Client all of Current Sponsor’s right, title, and interest in and to the Project’s assets, including, without limitation, those listed on **Exhibit A (“Project Assets”)**. The Project Assets include all cash and cash equivalents held by Current Sponsor on behalf of the Project (“**Project Cash**”).

1.2 Project Liabilities

In connection with transfer of the Project Assets, on the Effective Date, Client will assume the liabilities and obligations related exclusively to the Project that are listed on **Exhibit B (“Project Liabilities”)**.

1.3 Excluded Liabilities

Notwithstanding Section 1.2, except for the Project Liabilities, Client will not assume any other liabilities or obligations of Current Sponsor, including, without limitation, any debt, tax obligations, environmental, health and safety liabilities, employment liabilities, or other liabilities that arose before the Effective Date, whether accrued, absolute, contingent or otherwise (“**Excluded Liabilities**”).

2. EFFECTIVE DATE OF TRANSFER

2.1 Effective Date and Project Cash Transfer

The transfer of the Project Assets, including Project Cash, and assumption of the Project Liabilities will take place on a date determined by Client in its sole discretion (“**Effective Date**”), as promptly as practicable following satisfaction or waiver of the conditions set out in Sections 7 and 8.

2.2 Termination of Existing Agreement

As of the Effective Date, the Current Sponsorship Agreement will terminate.

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3. REPRESENTATIONS AND WARRANTIES OF CURRENT SPONSOR

Current Sponsor represents and warrants to Client as follows:

3.1 Organization

Current Sponsor is a [corporation] duly organized, validly existing, and in good standing under the laws of _____ and has all necessary corporate power and authority to own, lease, and operate its properties and to carry on its activities as currently conducted. Current Sponsor is qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (“**Code**”) and as a public charity under Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

3.2 Authority

Current Sponsor has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite corporate action on the part of Current Sponsor.

3.3 Binding Nature of Agreement

This Agreement, assuming it constitutes the valid and binding obligation of Client, constitutes the valid and binding obligation of Current Sponsor, enforceable against Current Sponsor in accordance with its terms, subject to laws: (a) relating to bankruptcy, insolvency and the relief of debtors; and (b) governing specific performance, injunctive relief, and other equitable remedies.

3.4 No Conflict

Neither the execution and delivery of this Agreement by Current Sponsor nor the consummation by Current Sponsor of the transactions contemplated by this Agreement will: (a) result in a violation by Current Sponsor of any provision of the articles of incorporation or bylaws of Current Sponsor; (b) result in a violation by Current Sponsor of, or entitle the other party to terminate, any contract included in the Project Assets; or (c) result in a violation by Current Sponsor of any law or governmental regulation applicable to Current Sponsor.

3.5 Title to Assets

Current Sponsor has good title to or a valid leasehold interest in all of the Project Assets, free and clear of liens, claims, restrictions, or encumbrances, except for liens for taxes not yet due and payable. On the Effective Date, Client will acquire good and valid title to or a valid leasehold interest in all of the Project Assets, free and clear of any liens, claims, restrictions, or encumbrances.

3.6 Sufficiency and Condition of Assets

The Project Assets constitute all of the assets and rights necessary for the conduct of the Project as currently conducted and proposed to be conducted, other than Current Sponsor assets relating to the support provided by Current Sponsor under the Current Sponsorship Agreement. All tangible personal property included in the Project Assets is in good operating condition and repair, ordinary wear and tear excepted, and is adequate for the uses to which it is being put.

3.7 Financial Statements

Current Sponsor has provided to Client the following financial statements relating to the Project: _____. These financial statements are accurate and complete, and were prepared and maintained in accordance with sound accounting practice customary for fiscal sponsorships. The statements fairly present, in all material respects, the financial activities or position of the Project, as applicable.

3.8 Compliance with Laws

Current Sponsor is and has been in compliance in all material respects with all laws applicable to it in connection with the operation of the Project. Since the time the Project first became a fiscally sponsored project of Current Sponsor, the Project did not use any Project Assets 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, or to cause any private inurement or improper private benefit to occur.

3.9 Litigation

There is no lawsuit or other legal proceeding relating to the Project pending (or, to the knowledge of Current Sponsor, being overtly threatened in writing) against Current Sponsor or the Project before any court of competent jurisdiction or arbitrator.

3.10 Employees and Benefits

There are no current employment or similar agreements between Current Sponsor and any employees of the Project identified on **Exhibit C** ("**Project Employees**"), other than the agreements described in the last sentence of Section 3.12. Current Sponsor has disclosed to Client all information requested by Client about all health care, life insurance, long-term disability, retirement, and other benefits made available to the Project Employees.

3.11 Project Contracts

Each contract included in the Project Assets is valid, binding and enforceable, and is in full force and effect. Neither Current Sponsor nor the other party is in material breach or in material default under any such contract. No party to any such contract has made any written threat to Current Sponsor or the Project to cancel or otherwise terminate its relationship with Current Sponsor or the Project, and Current Sponsor has not received any notice from any donor to the Project indicating any intent to terminate or materially reduce funding to the Project. Current Sponsor has delivered to the Client true and complete copies of all such contracts, including any amendments.

3.12 Intellectual Property

All copyright, trademark, and patent registrations and pending applications related to the Project are set out in **Exhibit A** (together, with all other intellectual property related to the Project, including licensed intellectual property, the "**Project IP Rights**"). To Current Sponsor's knowledge, each of the Project IP Rights is owned solely by Current Sponsor, and no third party is overtly challenging, or is overtly threatening to challenge by means of a written communication received by Current Sponsor, the right, title or interest of Current Sponsor in or to the Project IP Rights. To Current Sponsor's knowledge, no Project IP Rights are being materially infringed or misappropriated by any third party. Current Sponsor has required that all current and former Project Employees and independent contractors who have contributed to the Project Assets execute contracts under which such individuals were required to convey to Current Sponsor ownership of all inventions and developments conceived or created by them in the course of their employment or engagement with Current Sponsor.

3.13 Data Security and Donor Privacy

Current Sponsor's donor data, privacy and security practices, as they relate to the Project, conform to applicable law, including, without limitation, privacy law and Current Sponsor's privacy policies. Such practices are customary for an organization of the type and scope of the Project and Current Sponsor. There has been no breach, security incident or violation of any Project donor data.

3.14 Taxes

Current Sponsor in a timely manner has filed all tax returns and other reports required of it under all federal, state, local and foreign tax laws in connection with the Project and Project Assets. All such returns and reports are correct and complete. Current Sponsor

has paid in full all taxes or other amounts due, including, without limitation, taxes that Current Sponsor is obligated to withhold from amounts paid or payable to or benefits conferred upon Project Employees, creditors, and third parties.

3.15 Charitable Solicitation

Without limiting Section 3.8 or any other provision of this Agreement, Current Sponsor has complied with all legal requirements and has filed all reports, forms or other documentation or materials required for the Project's charitable solicitations in any state. All such reports, forms, documentation or materials are correct and complete in all material respects. To Current Sponsor's knowledge, Current Sponsor is not required to be registered with any governmental entity or authority with respect to the Project's charitable solicitation activity.

3.16 Full Disclosure

None of the representations or warranties of Current Sponsor contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements in this Agreement not misleading.

4. REPRESENTATIONS AND WARRANTIES OF CLIENT

Client represents and warrants to Current Sponsor as follows:

4.1 Organization

Client is a nonprofit public benefit corporation duly organized, validly existing, and in good standing under the laws of California and has all necessary corporate power and authority to own, lease, and operate its properties and to carry on its activities as currently conducted. Client is qualified as exempt from federal income tax under Section 501(c)(3) of the Code and as a public charity under Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

4.2 Authority

Client has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite corporate action on the part of Client.

4.3 Binding Nature of Agreement

This Agreement, assuming it constitutes the valid and binding obligation of Current Sponsor, constitutes the valid and binding obligation of Client, enforceable against Client in accordance with its terms, subject to laws: (a) relating to bankruptcy, insolvency and the relief of debtors; and (b) governing specific performance, injunctive relief, and other equitable remedies.

4.4 No Conflict

Neither the execution and delivery of this Agreement by Client nor the consummation by Client of the transactions contemplated by this Agreement will: (a) result in a violation by Client of any provision of the articles of incorporation or bylaws of Client; or (b) result in a violation by Client of any law or governmental regulation applicable to Client.

5. PRE-TRANSFER COVENANTS

Between the date of this Agreement and the Effective Date, Client and Current Sponsor will perform the following covenants:

5.1 Operation of Project

Current Sponsor will (a) cause the Project to be operated only in the ordinary course consistent with past practice; (b) preserve substantially intact the Project Assets, the

goodwill of those having relationships with the Project and the organization of the Project; and (c) keep available the services of the Project Employees and any independent contractors of the Project and preserve the current relationships of the Project with donors, clients, suppliers and other persons with which it has operational relationships. Current Sponsor will not take any action that would materially increase the Project Liabilities beyond the ordinary course without the prior written consent of Client.

5.2 Insurance

Current Sponsor will maintain adequate insurance coverage for the Project's operations, properties, and Project Employees, which is customary for an operation of the type and scope of the Project and Current Sponsor, in full force and effect through and until the Effective Date.

5.3 Access to Project Information

Current Sponsor will afford Client and its representatives reasonable access, during normal business hours and upon reasonable advance notice, to Current Sponsor's properties, books and records concerning the Project or Project Assets, as Client may reasonably request.

5.4 Notification of Certain Matters

Current Sponsor will promptly notify Client of (a) the occurrence or non-occurrence of any event that would render any representation or warranty of Current Sponsor in this Agreement untrue or inaccurate; (b) any event, change or development that has had or is reasonably likely to have a material adverse effect on the Project; (c) any event or occurrence that would materially increase the Project Liabilities; (d) any notice or other communication from any person alleging that the consent of such person is or may be required in connection with the consummation of the transactions contemplated by this Agreement; or (e) any lawsuit or other legal proceeding pending or threatened relating to the Project.

5.5 Approvals and Third Party Consents

Current Sponsor will use commercially reasonable efforts to obtain any approvals required to transfer the Project Assets and any consents to the assignment of contracts included in the Project Assets, to the extent required under such contracts.

6. EMPLOYMENT MATTERS

6.1 Termination of Employment

On or prior to the Effective Date, Current Sponsor will terminate each Project Employee as an employee of Current Sponsor. Current Sponsor will notify Project Employees of their rights or status following termination and the cessation of active participation in Current Sponsor's employee benefit plans, and will deliver to Client, for information purposes only, copies of communications distributed to Project Employees regarding their rights or employment status.

6.2 Employment of Employees by Client

As of the Effective Date, Client will hire the Project Employees. Project Employees will be compensated according to Client's standard compensation and benefit schedule.

7. CLIENT'S CONDITIONS TO TRANSFER

The obligations of Client to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Effective Date, of each of the following conditions:

7.1 Accuracy of Representations and Warranties

The representations and warranties of Current Sponsor contained in this Agreement will be accurate in all material respects as of the Effective Date.

7.2 Performance of Covenants

Current Sponsor will have performed in all material respects all covenants required to be performed by it under this Agreement on or prior to the Effective Date.

7.3 Client Fiscal Sponsorship Agreement

The Project Director and Client will have signed a fiscal sponsorship agreement in form and substance satisfactory to Client.

7.4 Bill of Sale and Other Documents

Client will have received from Current Sponsor the signed Bill of Sale and Assumption Agreement in the form of **Exhibit D** ("**Bill of Sale and Assumption Agreement**") and any other documents relating to the Project Assets as Client may have reasonably requested.

7.5 Third Party Consents

Client will have received copies of all approvals and consents described in Section 5.5.

7.6 No Government Actions

No injunction or other order preventing the transactions contemplated by this Agreement will have been issued since the date of this Agreement by any court of competent jurisdiction and will remain in effect; and no law that makes the transactions contemplated by this Agreement illegal will have been enacted since the date of this Agreement and will remain in effect.

8. CURRENT SPONSOR'S CONDITIONS TO TRANSFER

The obligations of Current Sponsor to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Effective Date, of each of the following conditions:

8.1 Accuracy of Representations and Warranties

The representations and warranties of Client contained in this Agreement will be accurate in all material respects as of the Effective Date.

8.2 Performance of Covenants

Client will have performed in all material respects all covenants required to be performed by it under this Agreement on or prior to the Effective Date.

8.3 Bill of Sale

Current Sponsor will have received from Client the signed Bill of Sale and Assumption Agreement.

8.4 No Government Actions

No injunction or other order preventing the transactions contemplated by this Agreement will have been issued since the date of this Agreement by any court of competent jurisdiction and will remain in effect; and no law that makes the transactions

contemplated by this Agreement illegal will have been enacted since the date of this Agreement and will remain in effect.

9. OTHER COVENANTS

9.1 Payments and Correspondence

After the Effective Date, if Current Sponsor receives amounts that represent revenue of the Project, such as donations, pledges or bequests, then Current Sponsor will promptly transfer such amounts to Client. Current Sponsor will forward to Client any correspondence or other communications, including, without limitation, any written or email inquiries about the Project or correspondence relating to accounts payable or other items included in the Project Liabilities.

9.2 Confidentiality

Except as may be required by law, neither Current Sponsor nor Client will use or disclose to any third party any confidential or proprietary information provided by the other, including, without limitation, information about Project Employees, donors, trade secrets and proprietary information, budget and other financial data, Project plans and strategies, technical data and research, and know-how ("**Confidential Information**"), for any purpose other than carrying out its obligations under this Agreement, without first having obtained the prior written consent of the disclosing party. Confidential Information does not include information that is generally available to the public, information already known by the receiving party before entering into this Agreement, or information the receiving party independently develops.

9.3 Public Disclosure

Except as may be required by law: (a) Client and Current Sponsor will consult with each other before issuing any press release or otherwise making any public statement or making any non-confidential disclosure relating to this Agreement; and (b) neither Client nor Current Sponsor will issue any such press release or make any such public statement or disclosure without the prior approval of the other.

9.4 Further Assurances

Each of Client and Current Sponsor will, at the request of and without cost or expense to the other, execute and deliver such agreements and take such other actions as may reasonably be requested in order to more effectively consummate the transfer of the Project Assets, assumption of the Project Liabilities, and the other transactions contemplated by this Agreement. Such agreements may include, without limitation, documents assigning and recording with the United States Patent and Trademark Office and any other appropriate agencies registered patents, trademarks, and other intellectual property rights included in the Project Assets.

10. INDEMNIFICATION

10.1 Survival of Representations and Warranties

All representations and warranties of Client and Current Sponsor contained in this Agreement will continue in effect and survive the Effective Date.

10.2 Indemnification by Current Sponsor

From and after the Effective Date, Current Sponsor will defend, indemnify, and hold Client and its affiliated entities (including [_____]), and their respective directors, officers, employees, agents, and assigns harmless against any liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses (collectively, "**Losses**") arising out of or relating to: (a) any inaccuracy or breach in any representation or warranty made by Current Sponsor contained in this Agreement or any other document delivered to Client in connection with the transactions contemplated by this Agreement; (b) any breach of any covenant or agreement by Current Sponsor

contained in this Agreement; (c) any Excluded Liability; (d) the operation of the Project before the Effective Date (other than the Project Liabilities); or (e) claims by Project Employees with respect to their employment by Current Sponsor, including claims relating to compensation, severance or other employee benefits, whether arising before or after the Effective Date.

10.3 Indemnification by Client

From and after the Effective Date, Client will defend, indemnify, and hold Current Sponsor, its directors, officers, employees, agents, and assigns harmless against any Losses arising out of or relating to: (a) any inaccuracy or breach in any representation or warranty made by Client contained in this Agreement or any other document delivered to Client in connection with the transactions contemplated by this Agreement; (b) any breach of any covenant or agreement by Client contained in this Agreement; or (c) the operation of the Project after the Effective Date, other than with respect to Excluded Liabilities.

11. GENERAL PROVISIONS

11.1 Entire Agreement

This Agreement, together with its exhibits, expresses Client's and Current Sponsor's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Client and Current Sponsor relating to its subject matter. If there are any differences between the terms of this Agreement and the Current Sponsorship Agreement, then this Agreement will control.

11.2 Amendment

This Agreement may be amended only as stated and by a writing signed by both Client and Current Sponsor which recites that it is an amendment to this Agreement.

11.3 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

11.4 Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

11.5 Assignment

Neither party may, directly or indirectly, assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party, except that (a) Client may assign all of its rights and obligations under this Agreement to any of its affiliates without Current Sponsor's prior written consent; and (b) either party may assign this Agreement without the other party's written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets (other than the Project Assets), or other operation of law.

11.6 Third-Party Beneficiaries

Except as specifically provided in Sections 10.2 and 10.3, this Agreement is for the exclusive benefit of Client and Current Sponsor, and not for the benefit of any third party including, without limitation, any of the Project Employees or any affiliate, donor, vendor, or client of Client or Current Sponsor.

11.7 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to Client and Current Sponsor by mail, courier, fax, or email to the contact persons identified on the signature page.

11.8 Governing Law

This Agreement is governed by California law.

11.9 Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity of this Agreement, including, without limitation, the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in [____], California before one arbitrator. JAMS will administer arbitration under its Comprehensive Arbitration Rules and Procedures. Judgment on any award may be entered in any court having jurisdiction. This Section 11.9 will not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11.10 Attorneys' Fees

If there is any arbitration or legal action to enforce or interpret this Agreement, then the prevailing party will be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorneys' fees and costs, incurred in the action or proceeding. Attorneys' fees and costs will include paralegal fees, expert witness fees, and copy and delivery costs.

11.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

This Agreement was signed by the parties as of the date stated in its first paragraph:

[insert name of Client]

[insert name of Current Sponsor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Client's contact person

Current Sponsor's contact person

Name:

Name:

Title:

Title:

Email:

Email:

Telephone:

Telephone:

Project Director confirms that he or she has read the representations and warranties set out in Sections 3.5-3.16, and certifies that they are true, correct, and complete.

Project Director

By: _____

Name: _____

Date: _____

Exhibits

- Exhibit A: Project Assets
- Exhibit B: Project Liabilities
- Exhibit C: Project Employees
- Exhibit D: Bill of Sale and Assumption Agreement

Exhibit A

Project Assets

Financial

1. Project Cash
2. [Any marketable securities]
3. Any grants receivable dedicated to the Project
4. [Any accounts receivable from Project clients, and credit balances, advances, and deposits received or attributed to Project clients]

Tangible property

5. Any equipment, servers, computers, software installed on such computers (including the related licensing and support agreements for the use of such software) or furnishings purchased with Project funds and used for the Project

Intellectual property

6. All of the Project's [copyrights,] [patents,] trademarks, and logos, including:
 - [_____]
7. The Project's website and URL, including:
 - [_____]
8. Goodwill related to the Project
9. The Project's social media accounts, including:
 - Facebook: [_____]
 - [List other social media accounts, if any]

Contracts

10. All rights and interests under Project contracts, including:
 - [Website hosting agreement, dated _____, 20____, between Current Sponsor and _____]
 - [Grant agreement, dated _____, 20____, between Current Sponsor and _____]
 - [_____, dated _____, 20____, between Current Sponsor and _____]

Books and records

11. Program and financial records, donor list, [customer/client list,] correspondence, and other documents relating to the Project
12. Newsletters, brochures, mailing lists, marketing materials, fundraising materials, and other written materials used for the Project

[List other Project Assets, if any]

Exhibit B

Project Liabilities

1. Obligations under contracts listed in Exhibit A
2. The following account payables:

- [_____]
- [_____]
- [_____]

[List other Project Liabilities, if any]

Exhibit C

Project Employees

[List the names of the Project Employees]

Exhibit D

Bill of Sale and Assumption Agreement

See attached.

Bill of Sale and Assumption Agreement

This is a Bill of Sale and Assumption Agreement dated as of _____, 20__ between _____ (“**Client**”) and _____ (“**Current Sponsor**”).

Background

Client and Current Sponsor have entered into a Project Intake Agreement, dated as of _____, 20__ (the “**Agreement**”). Unless otherwise defined, capitalized terms used in this document have the meanings set out in the Agreement. Under the Agreement, Current Sponsor has agreed to transfer the Project Assets to Client, and Client has agreed to assume the Project Liabilities from Current Sponsor. This document is the Bill of Sale and Assumption Agreement contemplated by Sections 7.4 and 8.3 of the Agreement.

Client and Current Sponsor agree as follows:

1. Project Assets

Current Sponsor assigns, transfers, conveys, grants, and delivers to Client any and all of Current Sponsor’s right, title, and interest in the Project Assets.

2. Project Liabilities

Client assumes and agrees to pay, perform, and discharge when due, all of the Project Liabilities.

3. Further Assurances

After the Effective Date, each of Client and Current Sponsor will from time to time, at the request of and without cost or expense to the other, execute and deliver such agreements and take such other actions as may reasonably be requested in order to more effectively consummate the transfer of the Project Assets, assumption of the Project Liabilities, and the other transactions contemplated by this Agreement.

* * * * *

Client and Current Sponsor signed this Bill of Sale and Assumption Agreement as of the Effective Date.

[insert name of Client]

[insert name of Current Sponsor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____