

Dear CSA Farmer,

We value you being a partner in the fundraising effort for NOFA Vermont's Farm Share Program. By you raising funds through your CSA members and people in your community, NOFA is able to stretch the funds we receive from our annual Share the Harvest fundraiser to reach even more people in need.

Legally, NOFA is acting as a fiscal sponsor for the funds that each farm raises. It is the board's intent to award each farm all of the money they have raised when successful matches are made between the farm and the recipients. To meet IRS regulations there must be a written understanding that NOFA Vermont's Board of Directors shall retain final decision making authority over any and all contributions and grant funds donated to NOFA Vermont.

To comply with IRS regulations, please take time to fill out the enclosed application. If you have any questions, please contact Kirsten Bower, Finance Director, NOFA Vermont, kirsten@nofavt.org, 802-434-4122 ext 16.

Wishing you a bountiful harvest,

Kirsten Bower
Finance Director
NOFA Vermont

Procedures for NOFA Vermont to determine fiscal agent relationship

Review and sign NOFA-VT Fiscal sponsorship agreement (attached).

The NOFA-VT Board of Directors will review the request and notify the applicant organization.

A copy of the signed agreement will be mailed back to the Farm/Organization.

The farm will receive a year-end balance of funds statement in March of the following year.

CSA Farm/Organizational Information

Date: _____
Name of Farm/Organization: _____
Contact Person/Title: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

NOFA Vermont Fiscal Sponsorship Project Agreement

The Board of Directors of the Northeast Organic Farming Association of Vermont agrees to act as fiscal sponsor of funds solicited by the farm participating in the Vermont Farm Share Program and the farm agrees and consents to the following conditions for use of NOFA Vermont’s tax exempt status:

1. The money received from NOFA will only be used to pay for farm shares approved by NOFA Vermont.
2. NOFA Vermont retains the right, if the farm breaches this Agreement, or if the farm jeopardizes the Sponsor’s legal or tax status, to withhold, withdraw, or demand immediate return of payment for farm shares.
3. All Farm Share funds received under the agreement are under the sole and total control of NOFA Vermont’s Board of Directors and will be maintained by NOFA Vermont in an account.
4. NOFA Vermont shall be responsible for the processing and acknowledgement of all monies received for the farm, which shall be reported as NOFA Vermont income for both tax purposes and financial statements.
5. The farm’s account will be reduced by the value of the donation, paypal/credit card fees and associated bank fees if for any reason a donation check bounces.
6. NOFA Vermont will pay for farm shares upon receipt of a Vermont Farm Share Program invoice which includes the names of the farm share recipient, the amount paid by the recipient, and the amount of requested funds.
6. Any changes in the purpose for which grant funds are spent must be approved in writing by NOFA Vermont before implementation.
8. Termination: Either party may terminate this Agreement by giving 60 days’ written notice to the other party. If the farm withdraws from the program, the Sponsor will award the funds to the NOFA Farm Share general funds or allocate the farm share assets in any manner consistent with applicable tax and charitable trust laws and other obligations. Funds will be held for up to two years with no activity, after which they will be used as general funds in the NOFA Farm Share Program.

By signing below, both parties agree to execute this Agreement on _____ .
Date

Sponsor
NOFA Vermont Executive Director: _____
Date

NOFA Vermont Board of Director: _____
Date

Project
Authorized Representative: _____
Date

NOFA Vermont 501(c)(3) Sponsorship Guidelines

1. NOFA Vermont will limit the number of projects to an amount that staff can handle.
2. Any projects which NOFA Vermont sponsors should be doing only tax-exempt work as defined by IRS regulations. If there is a question about a project, NOFA Vermont shall err on the side of protecting its 501(c)(3) status. NOFA Vermont shall not sponsor projects by groups that are political parties or are perceived as a political party. See the fiscal sponsorship agreement for more information.
3. The project's goals should fall within the scope of NOFA Vermont's bylaws, policies, mission statement. The project should be integrated financially into NOFA Vermont's records.
4. The project will be brought to the attention of the Board at its regularly scheduled meeting and the Board will vote on it, and documented in the minutes. The Board is fiscally responsible for the project, which includes monitoring the project's incoming money and expenditures.
5. NOFA Vermont shall have all sponsored groups sign an agreement which states our guidelines and their responsibilities, which includes giving NOFA Vermont a copy of the project proposal, copies of any printed materials produced from the funds, quarterly reports, and a final project evaluation and financial report. These shall be kept in a project file by NOFA Vermont. The project is responsible for submitting reports to the donor.
6. All project funds are under the sole and total control of NOFA Vermont, and will be maintained by NOFA Vermont in an account.
7. Funds will be disbursed by NOFA to pay for expenses for which there is either a company bill or for reimbursement of expenses for which there is a receipt. NOFA accepts no payment responsibility for expenses in excess of the project amount.
8. NOFA reserves the right to question expenses submitted for repayment with project funds. Expenses determined outside of what is described in the application or that are not permitted within the constraints of NOFA Vermont's 501(c)(3) status will not be paid.
9. Project groups shall give NOFA-VT 5% of grants and donations \$500 and over to cover administrative costs. This may be waived if NOFA-VT has funding to support technical assistance of the project. This fee is waived for the Farm Share Program.
10. If a group breaks its sponsorship agreement with NOFA Vermont, NOFA Vermont may decide not to sponsor future grants to that group.