

We inspire and ignite the health of the Inland Empire



2024 IEHP Foundation Sponsorship Terms & Conditions

The following terms and conditions are binding on the Sponsored Organization identified in the signature block of the Sponsorship Agreement. Sponsored Organization represents and warrants that it is the same Sponsored Organization that entered into the Sponsorship Agreement. The Sponsorship Agreement consists of the online Sponsorship Agreement Form and these Terms and Conditions (collectively, the "Agreement").

WHEREAS, IEHP Foundation ("Sponsor") is a California nonprofit public benefit corporation that is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code ("IRC");

WHEREAS, Sponsor seeks to improve health equity in the Inland Empire region by supporting community builders and leaders in the region through financial and other forms of support; and

WHEREAS, Sponsored Organization has met those certain requirements to be eligible for receiving a 2024 IEHP Foundation Sponsorship to support the event/project identified in the online Sponsorship Form.

NOW, THEREFORE, the parties agree as follows:

1. Sponsor agrees to pay Sponsored Organization the amount identified in the online Sponsorship Agreement form. Under no circumstances is Sponsor obligated to pay Sponsored Organization more than this amount.
2. Sponsored Organization Certifications
 - a. Sponsored Organization certifies that it is an organization that is both exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("IRC") and an organization described in IRC § 509(a) whose status has been duly confirmed by one or more operative IRS rulings or determination letters or fiscally sponsored by an organization that meets this certification.
 - b. Sponsored Organization certifies that it is presently operating in the County of [Riverside or San Bernardino] to provide services to the residents of the County of [Riverside or San Bernardino].
 - c. Sponsored Organization certifies that all information provided by or on behalf of Sponsored Organization, including without limitation the information contained in Sponsored Organization's sponsorship request submitted to Sponsor, is and will be true and accurate in all material respects.
3. Sponsored Organization will utilize the sponsorship's proceeds only for operations consistent with its tax-exempt status described above. Without limiting the generality of the preceding sentence, Sponsored Organization will not intervene in any election or support or oppose any political party or candidate for public office or engage in any lobbying, as prohibited by section 501 of the IRC, or, if applicable, section 4911 of the IRC. Sponsored Organization shall repay any portion of the funds

provided under this Agreement that is used or committed in material breach of this Agreement, as determined by the Sponsor in its discretion.

4. Sponsored Organization will inform Sponsor immediately of any change in its IRS tax-exempt status, proposed or actual.
5. This is a sponsorship for a specific project/event. It is not earmarked for any project or for transmittal to any other entity or person, even if Sponsored Organization's proposal or other correspondence expresses expenditure intentions. Rather, Sponsored Organization accepts and will discharge full control of the sponsorship and its disposition and responsibility for complying with this agreement's terms and conditions. However, at any time during normal business hours and as often as twice a year, Sponsored Organization shall make available, within ten (10) days of the receipt of such a request, to Sponsor for examination all of its records with respect to all matters covered by this Agreement and this sponsorship. Said records shall be made available for examination within San Bernardino County and Sponsored Organization shall maintain such records in an accessible location and condition for a period of not less than 4 years after the Effective Date.
6. Sponsored Organization will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
7. Sponsored Organization shall keep, and provide to Sponsor or its agents, upon request, accurate financial records necessary to enable Sponsor to review Sponsored Organization's performance of this Agreement. These records shall demonstrate the sponsorship funding has been used in a manner consistent with the Sponsorship Agreement. Sponsored Organization shall maintain all such records for at least three years after the termination of this Agreement.
8. Sponsor or its agents shall have the right to audit and review the records identified in Section 7 above, maintained by Sponsored Organization pursuant to the terms of this Agreement, to the extent necessary to verify the sponsorship has been used in accordance with the terms of this Agreement. Any such audit and review will be conducted by Sponsor or its auditors at Sponsorship Organization's option and expense, by a mutually acceptable third party accounting firm.
9. Sponsored Organization will adhere to the [logo use policy](#) of IEHP Foundation and submit for approval to an IEHP Foundation staff member any communications to be shared that includes mention of IEHP Foundation.
10. It is understood and agreed that the relationship between the parties is an independent contractor relationship. Neither party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including Workers' Compensation Benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.
11. The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant

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or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

12. Sponsored Organization shall defend, indemnify, and hold Sponsor and its officers, agents, employees and volunteers harmless against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, based or asserted upon any act or omission of Sponsored Organization, its officers, employees, agents, contractors, licensees or servants relating to or in any way connected with the provision of funds under this Agreement and/or Sponsored Organization's use of said funds under this Agreement.
13. This Agreement shall be construed and interpreted according to the laws of the State of California.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically shall be binding as if they were original signatures.
15. This Agreement represents the entire and integrated Agreement between Sponsor and Sponsored Organization, and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
16. The effective date of this Agreement is the date the online Sponsorship Agreement Form is executed by the Sponsored Organization.