



“Empowerment WORKS’ Fiscal Sponsorship Agreement”
Between Asheville Green Drinks and Empowerment Works, Inc.

Empowerment Works, Inc. a.k.a. Empowerment Works! (EW), a nationally registered 501(c)(3) charitable organization, will serve as the fiscal sponsor to Asheville Green Drinks (Sponsoree) which advances causes in support of EW’s US 501c3 tax-exempt mission of fostering a healthier, culturally rich and bio-diverse future. Per this agreement EW is legally responsible for Sponsoree’s stated project activities as an official project of Empowerment Works! (EW).

I. Terms of Partnership

Empowerment Works agrees to provide Sponsoree:

- A. Administration and Finance:
 - 1. 501 (c)(3) Status allowing tax-deductible donations & foundation funding.
 - 2. Governing EW Board of Directors.
- B. Regulatory & Tax Compliance:
 - 1. Audit (done at end of year to include sub-expenditure/summary of receipts)
 - 2. 990 Filing
 - 3. State Registrations
 - 4. Financial Admin
- C. Payout 95% of received funds via Checks, MOs and Online/Paypal credit card income to Sponsoree - after credit card or any additional banking fees, i.e. requested wire transfers.
 - 1. Receive and copy receipt of all checks
 - 2. Payout to Sponsoree will be done by check income from received within 10 working days (normally less than 5 days)
 - 3. Provide one unique Paypal donation button via Empowerment Works account for Sponsored Project website

Sponsoree agrees in good faith to:

- A. To operate the project within the constraints of mutually agreed upon Project Description – as presented Sponsoree’s application for sponsorship.
- B. In no case shall the Sponsoree apply project funds to recruiting membership in religious organizations, covering the operations costs of religious organizations, advancing the commercial products/services of for profit businesses or any other activity not consistent with Empowerment Works US 501(c)(3) tax-exempt mission.

- C. All additions and/or modifications to the Statement of Purpose, Project Activities and Operations shall be signed by both parties, prior to their implementation.
- D. Ensure that all donations are written out to EW and are processed through EW.
- E. Conduct all business through Empowerment WORKS and relinquish any pre-existing 501(c)(3) status.
- F. In cases where cash is donated, or for any reason funds are deposited directly to Sponsoree Project or processed through another account, Provide 5% of gross income from ALL monetary (not in-kind products or services) donations directed to the Sponsoree's sponsored "project" within 30 days. NOTE: If via credit card system, 5% of total income is due after credit card fee.
- G. Manage project related books including Income, Expenditure, and Collection of receipts in a manner in which it is ready for Empowerment Works' accountant for each annual audit to support year end 990 returns.
- H. Include Empowerment Works, Inc. as the additional insured on all events produced by Sponsoree's sponsored project.
- I. State affiliation with Empowerment Works on literature:
 - 1. Add affiliation with Empowerment Works to key web pages such as "About", "Donate", and anywhere that is relevant to public and potential donors.
 - 2. Add affiliation to gift cards or any other solicitations for donation.
 - 3. Affiliation shall read as: "[Sponsoree's project] is a project of 501(c)(3) nonprofit organization, Empowerment Works, Inc. All donations are tax-deductible as allowed by law. Please make checks/MOs payable to Empowerment Works, subj.: Name of Sponsored Project.

Parties understand and agree:

- A. EW is offering Sponsoree 501(c)(3) status for the particular project being sponsored. Receiving and maintaining 501(c)(3) status is a costly and time intensive ongoing process and commitment by Empowerment Works, its Board of Directors and volunteers. Sponsoree ability to conduct activities as part of Empowerment Works EW's 501(c)(3) is a privilege revocable by Empowerment Works.
- B. Sponsoree must ensure that all donations are to be written out to Empowerment Works and are to be processed through Empowerment Works for the length of the Agreement.
- C. EW is the entity legally and fiscally responsible for Sponsoree's project.
- D. If Sponsoree fails to properly credit EW's 501(c)(3) status or fails to have all donations processed through EW, EW may immediately terminate this agreement and Sponsoree must immediately remove any reference to EW from the project web site and future printed material.
- E. Failure of Sponsoree to operate within guidelines could risk Empowerment Works 501(c)(3) status and create legal consequences of which Sponsoree will not be indemnified for.
- F. Transition / Termination Procedure: At the mutually agreed closing, termination by EW, or other termination of the Fiscal Sponsorship Agreement, Sponsoree's Sponsored Project shall:

- a. Remain non-profit in nature or donate all assets to another 501c3 charitable entity.
- b. If gains its own 501(c)(3) status, replace EW with Sponsoree's own OR a replace newly agreed Sponsor's information.
- c. Provide EW all financial records for fiscal year leading up to Fiscal Sponsorship termination date.

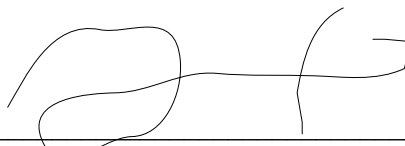
II. Length of Term and Termination of Agreement

This agreement shall commence 24 August 2011 and remain valid until termination is made by either party with written notification and following the above Transition / Termination Procedure.

Empowerment Works, Inc.

ASHEVILLE GREEN DRINKS

Project Title

 Melanie St.James, MPA
 Executive Director, Empowerment WORKS
 Date: 08/24/2011

 NAME: Joseph B. Malki
 TITLE: Co-Founder
 Date: 08/24/2011