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# Flow Fund Agreement with Flow Funders

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*Kinship Earth Flow Funder Agreement Template*

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KINSHIP EARTH

*Published Q1 2026*

## Kinship Earth Flow Fund Agreement with Flow Funders

This Kinship Earth Flow Fund Agreement with Flow Funders (the “Agreement”) is made effective as of [Date], by and between **Kinship Earth Flow Fund, Inc.** (“Kinship Earth”) and **[Flow Funder’s Full Name]** (“the Flow Funder”).

### 1. Purpose of Agreement

The purpose of this Agreement is to outline the terms of the arrangement between Kinship Earth and the Flow Funder in recognition of the Flow Funder’s role in distributing Flow Funds to trusted individuals or groups, making a positive impact within their communities. This agreement also acknowledges the unique contributions of Flow Funders in advancing bioregional and grassroots efforts that align with Kinship Earth’s mission to regenerate ecosystems, foster community resilience, and inspire authentic self-expression.

### 2. Role and Responsibilities

The Flow Funder agrees to do the following:

- Distribute Flow Funds in alignment with the principles, mission, policies, and guidelines of Kinship Earth, including but not limited to Kinship Earth’s conflict of interest policy and support of community-driven projects that foster localized resource allocation, strengthen social cohesion, and reduce environmental risks.
- Distribute Flow Funds in compliance with applicable laws and in a manner that does not jeopardize Kinship Earth’s 501(c)(3) status.
- Fully and accurately complete the Basic Flow Fund Report in a timely manner.
- Fully and accurately respond to Kinship Earth’s requests for additional information and documents in a timely manner.
- Attend all mandatory calls and Zoom meetings and send all mandatory emails in a timely manner.
- Share stories and outcomes of the impact that emerge as a result of the distributed funds by 1 year after receiving the funds. These stories should address key reflective questions such as:

- What inspired you?
- What moved you?
- What challenged you?
- What surprised you?

Video storytelling is encouraged for sharing stories, but all other media forms (written, audio, photo) are accepted.

While it is not mandatory, Kinship Earth encourages the Flow Funder to provide insights into the effectiveness of Flow Funding in breaking down traditional philanthropic barriers, ensuring that grassroots change-makers have easier access to resources.

### **3. Honorarium**

In recognition of the Flow Funder's contribution, upon written request by the Flow Funder, Kinship Earth will provide an honorarium in the amount of **\$300**. This honorarium will be paid promptly after this Agreement is signed by both parties. It is a token of Kinship Earth's appreciation, and it does not establish an employment relationship. The Flow Funder is responsible for reporting the honorarium as taxable income, where applicable under U.S. law and other non U.S. tax regimes, and will be issued any required tax documentation (e.g., **Form 1099**). Kinship Earth assumes no responsibility for withholding taxes for Flow Funder.

### **4. Term**

The Flow Funder will serve in this role for a period of one year, from the effective date of this Agreement.

### **5. Check-ins and Community Engagement**

The Flow Funder is encouraged, but not required, to attend Kinship Earth's online **Communities of Practice** gatherings on Zoom, which offer spaces for collaboration, mutual support, and learning. The Flow Funder agrees to provide quarterly updates on the Flow Funder's progress through brief Zoom meetings or via email communication with Kinship Earth's Executive Director. These updates should provide reflections on community relationships built, any notable challenges, and the cascading benefits observed from their Flow Funding efforts.

## 6. Confidentiality

The Flow Funder hereby grants Kinship Earth the right to publish and distribute materials shared by the Flow Funder for promotional and community-building purposes. Kinship Earth and the Flow Funder agree to respect the confidentiality of any sensitive information (including personal data, financial information, and other non-public information) and personal stories shared by recipients of Flow Funds unless the recipients expressly consent in writing to that information and/or stories being shared publicly.

## 7. Force Majeure

Neither party will be liable or deemed to be in default of this Agreement for any delay or failure of performance under this Agreement resulting directly or indirectly from acts of nature; civil or military authority; governmental acts, orders or restrictions; acts of a public enemy; war; riots; civil disturbances; accidents; fires; explosions; earthquakes; floods; the elements; strikes, lockouts, or other labor disturbances; shortages of suitable parts, labor or transportation; delays caused by suppliers; pandemics, outbreaks of infectious disease, or any other public health crisis; or any other cause beyond that party's reasonable control.

## 8. Termination

Either party may terminate this Agreement with 30 days' written notice. If this Agreement is terminated, the Flow Funder will promptly return any Flow Funds that have not been disbursed in accordance with the terms of this Agreement, but may retain the honorarium. Despite any early termination, the Flow Funder must complete reports and perform other obligations related to the funds that have already been distributed.

## 9. Governing Law; Venue

This Agreement is deemed executed in the State of Oregon and it will be interpreted and construed in accordance with the laws of the State of Oregon relating to contracts made and performed there. Venue will be proper only in Washington County, Oregon.

## **10. Severability Clause**

If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void will be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement will have the same force and effect as if such part or parts had never been included.

## **11. Entire Agreement; Modification**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral in respect to the matters specified. No alteration, modification, amendment, addition, deletion or change to this Agreement will be effective or binding unless and until such alterations, modifications, amendments, additions, deletions or changes are properly executed in writing by the parties hereto.

## **12. Legal Compliance**

The parties acknowledge that the Flow Funder may be located outside the United States and may distribute Flow Funds outside the United States. Nothing in this Agreement is intended to require the Flow Funder to establish a U.S. legal presence. The Flow Funder will comply with all applicable laws, including but not limited to the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) regulations, copyright and trademark laws; laws relating to the rights of privacy and publicity; and applicable local laws in their jurisdiction including tax laws. Kinship Earth's oversight obligations are limited to those required to maintain its U.S. tax-exempt status and legal compliance.

Although Kinship Earth may, from time to time, reference tax and other laws, the Flow Funder understands that Kinship Earth is not a law firm and does not give legal advice. The Flow Funder understands and agrees that the Flow Funder is solely responsible for its legal compliance and that it should obtain advice from its own lawyers, accountants, and tax advisors, as the Flow Funder believes is appropriate.

## **13. Indemnification**

The Flow Funder agrees to indemnify and hold harmless Kinship Earth, its agents, employees, officers, directors, successors, and assigns from and against any cost or expense, including but not limited to attorneys' fees incurred at arbitration, at trial or on any appeal, which may be incurred by reason of the Flow Funder's breach of this Agreement, negligence, or wrongful acts.

#### **14. Assignability**

Neither this Agreement nor the rights, responsibilities or obligations granted or assumed in this Agreement may be assigned by the Flow Funder, in whole or in part, without first obtaining the written consent of Kinship Earth.

#### **15. Attorneys' Fees**

In the event that any action, suit or legal proceeding is initiated or brought to enforce any or all of the provisions of this Agreement or for its breach, the prevailing party will be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper by an arbitrator or court. In the event of an appeal of an initial decision of an arbitrator or court, the prevailing party will be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper by the appellate court(s).

#### **16. Headings**

All headings used in this Agreement are for reference purposes only and are not intended or deemed to limit or affect, in any way, the meaning or interpretation of any of the terms and provisions of this Agreement.

#### **17. Rule of Construction**

It is expressly agreed by the parties to this Agreement that the rule of construction that a document should be more strictly interpreted against the person who drafted it will not apply to any provision.

#### **18. Waiver**

No waiver by either party of any breach or default hereunder will be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms and conditions hereof.

#### **19. No Partnership**

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Nothing in this Agreement will be construed to place the parties in the relationship of partners or joint venturers, and the Flow Funder will have no power to obligate or bind Kinship Earth in any manner whatsoever.

## **20. Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

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## **Signatures**

Flow Funder

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Kinship Earth

Executive Director Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_