



DOWN SYNDROME ASSOCIATION OF CENTRAL KENTUCKY FUNDRAISING AGREEMENT

This Agreement is made by and between the Down Syndrome Association of Central Kentucky (hereafter referred to as “DSACK”) a charitable and non-profit corporation, having its principle location in Lexington, Ky. and _____, (hereafter referred to as the “CONTRACTOR”), having its offices at _____, for the purpose of _____, (hereafter referred to as the (PROMOTION”), designed with the intent of raising funds for the Down Syndrome Association of Central Kentucky.

1. The Term of the Agreement will be from the date it is signed by both parties to _____. The parties may mutually agree in writing to extend the date the Agreement expires prior to its expiration.
2. DSACK must review and approve the final design of the product. DSACK will not unreasonably withhold such approval. DSACK must be allowed reasonable turnaround time for such approval. After approval has been granted, both DSACK and the CONTRACTOR will certify in writing the final design of the products. Such certification will state as follows: “We, the officers of DSACK and _____ hereby certify that the attached product design represents the final, agreed to product to be used in the PROMOTION.”
3. DSACK must review and approve all PROMOTION materials, including, but not limited to advertising, letters, and press releases, that use the name and/or emblem of DSACK, prior to production, printing and publication. Such approval will not be unreasonably withheld. DSACK must be allowed reasonable turnaround time for such approval. All uses of the DSACK name and emblem must be consistent with the Graphic Standards of the DSACK.

All promotion materials will include a disclaimer that reads as follows: "The Down Syndrome Association of Central Kentucky name and logo are used with its permission, which in no way constitutes an endorsement, express or implied, of this product."

All PROMOTION materials must fully and truthfully state the percentage of net proceeds that will be contributed to DSACK and/or the portion of the product price or the fixed amount that DSACK will receive. All PROMOTION materials will specify the full name of the DSACK and an address or phone number to contact for additional information about the charity or the campaign, and the term of the campaign. After approval has been granted, both DSACK and the CONTRACTOR will certify in writing the final text of all materials to be used in the PROMOTION. Such verification will state as follows: "We, the officers of DSACK and _____, hereby certify that the attached advertising or promotional copy represents the final, agreed to language to be used in the PROMOTION."

4. Potential sponsors of the PROMOTION need to be approved in advance by DSACK.

Sponsorship will not infer any product endorsement. A disclaimer will be made in any of the PROMOTION materials of any product endorsement by DSACK. Such disclaimer will read as follows: "The Down Syndrome Association of Central Kentucky name and logo are used with its permission which in no way constitutes an endorsement, express or implied, of this product." All PROMOTION materials approved for public distribution will fully and truthfully state any terms of this sponsorship which may provide support to DSACK under the terms of this Agreement.

5. DSACK will receive _____ percent of the net proceeds (defined as gross proceeds minus the cost of manufacturing and promoting the service and/or product) generated by this PROMOTION. Such funds will be forwarded on a monthly basis by the 15th day of the month following receipt by the CONTRACTOR to the following address:

Down Syndrome Association of Central Kentucky

Treasurer

P.O. Box 910516

Lexington, Kentucky 40591-0516

Checks will be made payable to the:

Down Syndrome Association of Central Kentucky

6. Two weeks after the close of the PROMOTION, or two weeks following the expiration of the Agreement on or about _____, or if earlier, its termination, whichever comes first, DSACK will receive a full and final accounting of all the funds collected and expected from the CONTRACTOR.

7. The DSACK will incur no financial liability for the PROMOTION. All financial liabilities will be assumed by the CONTRACTOR. Neither DSACK, nor their directors, officers, employees and volunteers will be liable for any injury or death of any participant, customer or workman employed in connection with the conduct of the PROMOTION or the care and maintenance of an equipment used in the PROMOTION, or the surrounding grounds, buildings, and facilities or any other employees of any place where the PROMOTION shall be conducted nor shall DSACK, or their directors, officers, employees or volunteers be liable for any property damage which may occur during the term of PROMOTION covered herein. The CONTRACTOR will indemnify and hold DSACK, and their directors, officers, employees and volunteers harmless against and from any and all suits, claims, demands, liabilities, costs and expenses, (Including reasonable counsel fees whether incurred in preparation of trial, at trial or on appeal), arising out of the PROMOTION or related to the condition of any equipment used and/or surrounding facilities; provided, however, that the CONTRACTOR shall not be obligated to indemnify or hold harmless DSACK and their directors, officers, employees and volunteers, with respect to any suit, claim, demand, liability, cost or expense arising out of or related to, the negligence, recklessness or willful misconduct of DSACK and its directors, officers, employees and volunteers.

8. Since DSACK may be the recipient of funds from its participation in other similar PROMOTIONS, it is understood and agreed that this Agreement creates no exclusive rights in the CONTRACTOR for this PROMOTION.

9. The DSACK reserves the right to inspect the financial records of the CONTRACTOR regarding the funds collected as the result of the PROMOTION.

10. The CONTRACTOR agrees that it will comply with all state and/or municipal charitable solicitation statues and/or ordinances which purport to affect or apply to the PROMOTION. The CONTRACTOR agrees that it will not use the DSACK tax exemption in any matter as a part of the

PROMOTION, nor will the CONTRACTOR represent to the public that it enjoys any tax exempt rights or privileges as a result of its participation in the PROMOTION.

11. DSACK assigns Traci Brewer, Chairperson, as its representative. All DSACK approvals and authorizations are to be secured through this representative.

12. The DSACK reserves the right at its discretion and without any liability to terminate the Agreement at any time if it determines that such termination is in its best interests by giving ten (10) days written notice to the CONTRACTOR. Any default in, or breach of, the terms and conditions of this Agreement by the CONTRACTOR will result in its immediate termination, upon written notification to that effect from ARC to the CONTRACTOR.

13. This Agreement constitutes the sole agreement between the parties hereto and no amendment, modification, or waiver of any of the terms and conditions hereof shall be valid unless in writing.

14. This Agreement is made in and shall be governed by the laws of the State of Kentucky.

Dated this _____ day of _____ 20_____.

CONTRACTOR: _____

DSACK: _____

Traci Brewer, Executive Director

Down Syndrome Association of Central Kentucky

P.O. Box 910516

Lexington, Kentucky, 40591-0516

859-494-7809