

# **FUNDRAISING AGREEMENT**

This Fundraising Agreement (the "Agreement") is made between MAC BUSINESS HOLDINGS d/b/a YEAR ON DECK FUNDRAISER, (the "Fundraiser") located at 1516 E Tropicana Road, Suite #240-2, Las Vegas, Nevada 89119 and (the "Organization").

## **RECITALS**

WHEREAS, The Fundraiser is knowledgeable and has expertise in matters pertaining to promotional events, fundraising, donor development, and donor relations; and

WHEREAS, The Organization desires to hire Fundraiser to perform certain managerial, marketing, and fundraising services to assist it in accomplishing the purposes of the Organization;

THEREFORE, based upon the preceding and in consideration of the mutual covenants, conditions and promises contained in this Agreement, it is agreed as follows:

1. **Services.** Organization hires Fundraiser to provide the following services:

a) Fundraiser will manage and conduct a fundraiser for Organization, which will entail creating and selling its proprietary Year on Deck playing cards to retail customers, which will comprise the Organization's students, faculty, staff, and any other interested third party. Specifically, the Organization will provide Fundraiser with information and current yearbook photographs of participants of their Organization. Thereafter, all participant's pictures will be uploaded by Organization into the proprietary Year on Deck Fundraiser Application, where only the members (define?) of the Organization are allowed to vote anonymously for their respective participating peers in certain superlative categories. The participant with the most votes in each superlative category will be featured for that school year with their name and picture (& profile?) in a customized Year on Deck playing card deck for that specific Organization. Fundraiser will be responsible for safeguarding all participant's information and photographs.

b) From time to time Fundraiser shall work on Organization's behalf to provide advisory counsel and technical support for Organization. Fundraiser's services shall also include the design and production of promotional materials provided to Organization.

c) Fundraiser shall comply with all laws applicable to the services hereunder. Fundraiser agrees to regularly communicate with Organization about the progress and status of the services and all work projects and inform Organization immediately of any delays or problems encountered in fulfilling its obligations hereunder.

2. **Compensation.** The compensation between Fundraiser and Organization is as follows:

a) The compensation ("Compensation") will vary depending on the number of Year on Deck playing card decks sold. Specifically, the Organization will be compensated by Fundraiser for any amounts over and above the cost per deck allotted in the following schedule ("Schedule"):

- 1) 100 to 499 decks are \$15.00 per deck.
- 2) 500 to 999 decks are \$11.32 per deck.
- 3) 1000 to 1499 decks are \$10.28 per deck.
- 4) 1500 decks and up are \$10.00 per deck.

Fundraiser will be paid the cost per deck in the schedule, and Organization will earn as its compensation any amounts over and above the cost per deck in the schedule.

3. **Project Expenses.**

a) All project expenses for the Fundraiser will be incurred by Fundraiser, with no reimbursement by Organization.

4. **Duties of the Organization.** To facilitate and assist Fundraiser in the performance of the services, Organization will provide Fundraiser with, or access to, all pertinent material and data Organization has with respect to the matters for which Fundraiser is hired. Accordingly, Organization will authorize one of its employees to spend such time with Fundraiser as is reasonably necessary to educate Fundraiser concerning the needs, history, and objectives of Organization, enabling Fundraiser to render the services described herein. This education time shall not be invoiced to Fundraiser as part of the services rendered by Organization.

5. **Representations and Warranties.**

a) Organization warrants and represents the following:

i) It is duly organized and in good standing in its state of incorporation.

ii) All information given to Fundraiser about Organization and its projected use of any funds raised as a result of Fundraiser's advice or services is complete, accurate, and true to the best of its knowledge.

b) Fundraiser warrants and represents the following:

i) All work will be done in a good and workmanlike manner in accordance with this Agreement;

ii) It is duly organized as a business corporation under Nevada's laws as of June, 2020.

iii) It is duly licensed to engage in the business activities contemplated herein, and particularly, that it has or will comply with all requirements of United States law pertaining to fundraising, charitable solicitation, and professional fundraisers;

iv) It has not at any time been disqualified or refused registration or licensing as a solicitor or professional fundraiser in any state.

c) The parties agree that all representations and warranties made by them shall survive the termination of this Agreement.

6. **Limited Liability and Indemnification.**

a) The total liability for Fundraiser, its affiliates, and contractors in connection with the services, or any matter related to this fundraiser agreement (whatever the basis for the costs of action) shall not exceed the total Compensation actually received by Fundraiser in the performance of its services giving rise to the liability.

b) Neither party shall be liable to the other for any lost revenue or indirect, punitive, exemplary, special or consequential damages, even if such party has been advised as to the possibility of such damages.

c) Each party hereby agrees to save, protect, defend, indemnify, and hold the other party harmless from and against any and all claims, liabilities, demands, damages, judgements, awards, settlements, expenses, or losses, including costs of litigation and reasonable attorneys' fees, arising out of (i) the sole negligence or intentional misconduct of its personnel, (ii) the representations, warranties, covenants, between the parties set forth in this Agreement, (iii) any breach by either party in the performance of their duties and responsibilities under this Agreement, (iv) any damage to property and injuries (including death) to any persons, caused by any party's personnel, and (v) any infringement by any party of any proprietary or intellectual property owned by a third party. Each party shall cooperate with the other party in such defense in all reasonable respects.

7. **Non-disclosure of Confidential Matter.** Fundraiser shall not at any time, except as authorized in writing by Organization, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Organization, or any other matter concerning Organization's operations. Fundraiser shall safeguard and protect from the review, analysis, or copying by unauthorized persons all material, programs, donor lists, pictures, or other information provided to Fundraiser by Organization. The provisions of this Section shall survive the termination of this Agreement.

8. **Independent Contractor.**

a) Fundraiser is not hired as an employee of Organization but as an independent contractor. Fundraiser verifies that he/she is performing such services for a specified recompense for a specified result. He/she maintains a separate business and holds himself/herself out to the public to render services for a fee. This representation is given in consideration of the Fundraiser being able to perform the services which are rendered pursuant to this Agreement. Fundraiser will not have, nor claim to have, any power or authority to create any contractual or other obligation whatsoever (either express or implied) in the name of or on behalf of Organization.

b) Accordingly, the Fundraiser may not claim to be acting in the capacity of an officer, employee, or servant of Organization, and shall not make any claim, demand, or application for any right or privilege which might be claimed, demanded, or applied for by a person employed by Organization, including, without limitation, workers' compensation, unemployment insurance, social security, salary, bonuses, retirement, membership, and credit or any like employment benefit under applicable law, collective bargaining agreement or custom. All rights under Nevada law applicable to the employees of Organization are hereby expressly waived.

c) During the term of this Agreement, Organization grants the limited exclusive right to Fundraiser to perform the services described in Paragraph 1a). Moreover, Organization agrees not to market, solicit, license, sell, contract, engage, or have an interest directly or indirectly, solely, or with any other persons, entities, or fundraising companies, in any similar service(s) performed by Fundraiser for Organization, and as described explicitly in Paragraph 1a) of this Agreement, which would otherwise compete or conflict with Fundraiser, their products or services. Nothing in this Agreement shall prevent Fundraiser from rendering similar services for other clients, or Organization from engaging in other fundraisers.

9. **Terms of Agreement.** The terms of this Agreement shall commence on the date signed and continue until terminated as described below.

a) This Agreement shall automatically terminate, and any further obligations of the parties excused, upon the filing of a voluntary or involuntary petition in bankruptcy by or against either party, an assignment for the benefit of creditors by either party, or the appointment of a receiver over the business affairs of either party.

b) This Agreement may be terminated at the option of either party, and any further obligations of the party giving such notice thereafter excused, upon:

i) Five (5) days prior written notice by either party of the material breach of the terms of this Agreement by the other party;

ii) The failure of Fundraiser to communicate with or provide services to Organization for a period of two consecutive weeks, except for extraordinary reasons beyond Fundraiser's control; or

iii) Sixty (60) days prior written notice without cause by either party.

10. **Notices.** Any notice given under this Agreement must be in writing and shall be deemed to have been duly given if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid, and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.

11. **Assignment.** This Agreement shall inure to the benefit of the successors and assigns of Organization. However, the rights and obligations of Fundraiser under this Agreement are personal to Fundraiser and are not assignable by it to any other person.

12. **Entire Agreement.** This Agreement contains the entire Agreement between Fundraiser and Organization, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof. No supplements, modifications, or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Fundraiser and Organization.

13. **Terms of Agreement.** Each party hereto, by its due execution of this Agreement, represents that it has reviewed each term of this Agreement and that hereafter no party shall deny the validity of this Agreement on the ground that the party did not have foreknowledge thereof.

14. **Waiver of Breach.** The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

15. **Severability.** This Agreement constitutes the product of negotiations of the parties hereto. Any enforcement hereof will be interpreted neutrally and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

16. **Attorney's Fees and Costs.** In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.

17. **Arbitration.** Any claim or controversy arising out of or relating to this Agreement or the alleged breach of it, which the parties cannot settle, will be settled by submission to the American Arbitration Association for arbitration according to the rules and procedures then obtained.

18. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates listed below.

MAC Business Holdings, LLC d/b/a Year on Deck Fundraiser (Fundraiser)

By: Marcellous Curtis Date: \_\_\_\_\_

Title: CEO

\_\_\_\_\_ (Organization)

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

Title: \_\_\_\_\_