

2230 E. Sprague Ave

Spokane, WA 99202

509-535-3155

Thank you for your interest and effort in raising funds and/or collecting wish list items (“Donations”) to benefit the Vanessa Behan beginning on    /    /      and ending on    /    /      (the “Promotional Period”). This document will serve as an agreement between                 and the Vanessa Behan for the purpose of setting forth the terms and conditions regarding that effort (the “Agreement”).

1. You agree to provide the community and/or your constituency the opportunity to make Donations to our organization during the Promotional Period through promotional event(s) to be planned and executed by you.
2. You agree to pay all costs associated with your promotional event(s) including, but not limited to collecting and delivering Donations. You further agree to designate the beneficiary of the Donations as “Vanessa Behan”. You agree to include the following disclaimer on all materials:

*The Vanessa Behan’s name is used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, individual or political position.*

1. Within ten (10) days after any promotional event, you will report the Donations to Vanessa Behan and provide a date that Donations will be dispersed to Vanessa Behan. Donations must be dispersed no later than 60 days after the end of any promotional event.
2. You agree to perform your obligations under this Agreement in a professional manner, consistent with promoting the good reputation of Vanessa Behan and in accordance with all applicable laws and regulations.
3. The “Term” of this Agreement will be from the first date above until the sixtieth (60th) day after the end of the Promotional Period and thereafter neither party shall have any obligation to the other except with respect to regulatory compliance and any provision that should reasonably survive the Term.
4. You shall indemnify, defend and hold Vanessa Behan, including its board of directors, officers, employees and volunteers, harmless from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or relating in any way to your business and the activities authorized hereunder.
5. You and Vanessa Behan understand and agree that: (a) each party is an independent contractor and this Agreement does not create a joint venture or partnership, (b) neither party, nor any of its employees, officers, board members or volunteers, is authorized to act as an agent of or to bind the other.
6. It is reasonable and customary for the donors to expect an acknowledgement of their Donations collected hereunder, and you will either (a) provide each donor written documentation acknowledging the contribution, or (b) provide individual donor and Donation information (including name, address and amount of contribution) to Vanessa Behan when you disperse the Donations for the purpose of donor acknowledgement.
7. You agree that any tax benefit accrues to the original donor and not to you as a third party conveyor of any Donation.
8. This Agreement is made in and shall be governed by the laws of the State of Washington and all disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts sitting in the County of Spokane, State of Washington. No failure to exercise and no delay in exercising any right arising under this Agreement shall operate as a waiver, nor shall any partial exercise of any right preclude the exercise of any other right. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. This Agreement constitutes the sole agreement between the parties with respect to the subject matter herein and no amendment, modification or waiver of any of the terms and conditions shall be valid unless in writing.

In Addition, Vanessa Behan will use reasonable efforts (based upon availability) to send a representative to be present at your promotion, event, fundraiser or check presentation. It is your responsibility to contact Vanessa Behan and provide all details at least two weeks prior to the date for a representative to be in attendance.

In addition, Vanessa Behan will use reasonable efforts to include information, based upon space availability, about the promotion, event, fundraiser or check presentation on Vanessa Behan social media.

Once again, we thank you for your commitment to collect Donations to support Vanessa Behan. To demonstrate your agreement to the terms and conditions of this Agreement, please sign below as indicated and return the signed copy to Vanessa Behan.

**I AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

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Name

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Company (if applicable)

(   )     -

Phone

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Email

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Signature Date

Vanessa Behan Crisis Nursery Representative:

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Signature Date