

## AMERICAN RED CROSS FUNDRAISING AGREEMENT

This Agreement is made by and between the American Red Cross, St. Louis Area Chapter (hereafter referred to as "ARC") a charitable and non-profit corporation, having its principle office at 10195 Corporate Square Drive, St. Louis, MO 63132 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 American Red Cross Annual Fund.

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. ARC must review and approve the final design of the product. ARC will not unreasonably withhold such approval. ARC must be allowed reasonable turn around time for such approval. After approval has been granted, both ARC and the CONTRACTOR will certify in writing the final design of the products. Such certification will state as follows: "We, Arthur G. Hailand, Executive Officer Financial Development of ARC and \_\_\_\_\_ hereby certify that the attached product design represents the final, agreed to product to be used in the PROMOTION."
3. ARC 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 the ARC, prior to production, printing and publication. Such approval will not be unreasonably withheld. ARC must be allowed reasonable turn around time for such approval. All uses of the ARC name and emblem must be consistent with the Graphic Standards of the ARC. All promotion materials will include a disclaimer that reads as follows: "The American Red Cross name and emblem 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 ARC and/or the portion of the product price or the fixed amount that ARC will receive. All PROMOTION materials will specify the full name of the ARC 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 ARC 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, Arthur Hailand, Executive Officer Financial Development of ARC and \_\_\_\_\_, hereby certify that the attached advertising or promotional copy represents the final, agreed to language to be used in the PROMOTION."
4. Potential corporate sponsors of the PROMOTION need to be approved in advance by ARC. ARC will not accept individuals as sponsors. Sponsorship will not infer any product endorsement. A disclaimer will be made in any of the PROMOTION materials of any product endorsement by ARC. Such disclaimer will read as follows: "The American Red Cross name and emblem 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 the ARC under the terms of this Agreement.

5. ARC 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 15<sup>th</sup> day of the month following receipt by the CONTRACTOR to the following address:

**Arthur G. Hailand III  
Executive Officer Development  
American Red Cross, St. Louis Area Chapter  
10195 Corporate Square Drive  
Saint Louis, MO 63132**

**Checks will be made payable to the:  
American Red Cross, St. Louis Area Chapter**

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, ARC will receive a full and final accounting of all the funds collected and expected from the CONTRACTOR.
7. The ARC will incur no financial liability for the PROMOTION. All financial liabilities will be assumed by the CONTRACTOR. Neither ARC/NHQ, ARC Chapters, or 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 ARC/NHQ, ARC Chapters, 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 ARC/NHQ, ARC Chapters, 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 ARC/NHQ, ARC Chapters, 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 ARC and its directors, officers, employees and volunteers.
8. Since ARC 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 ARC 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 ARC 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. ARC assigns, Arthur G. Hailand III, Executive Officer Financial Development of ARC, as its representative. All ARC approvals and authorizations are to be secured through this representative. The CONTRACTOR will not contract any other ARC Chapters or units.
12. The ARC 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 Missouri.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

*CONTRACTOR*

*AMERICAN RED CROSS*

\_\_\_\_\_  
NAME  
ADDRESS

\_\_\_\_\_  
Arthur G. Hailand III  
Executive Officer Financial Development  
American Red Cross  
St. Louis Area Chapter  
10195 Corporate Square Drive  
Saint Louis, MO 63132  
(314) 516-2800