



# Fundraising Agreement

Organization \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

(\_\_\_\_) - \_\_\_\_\_ (\_\_\_\_) - \_\_\_\_\_ @ \_\_\_\_\_  
Phone #1 Phone #2 Contact email for correspondence

Contact Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Deposit Bank \_\_\_\_\_ Routing # \_\_\_\_\_ Account # \_\_\_\_\_  
**PLEASE ATTACH A VOIDED CHECK - where you want your funds deposited.**

By \_\_\_\_\_ Signature \_\_\_\_\_ / \_\_\_\_ / 2022 \_\_\_\_\_ Title

\_\_\_\_\_ Print

1) WHEREAS Smartphone Coupon Fundraising (SCF) engages in the business of building fundraising coupon program(s) delivered using an MMS/App/Web based Program (APP). SCF will contact suggested or desired local merchants and make available to these merchants an opportunity to put on 1 to 3+ coupons at no charge. These offers will include at least 1 Featured Offer and normally 2 other regular offers.

2) WHEREAS, SCF has certain agreements with these merchants to honor offers, change offers, discontinue APP presence and/or add new locations. The number of offers and Merchants will be maintained in numbers, based on the Organization's physical footprint, so that boosters will receive a reasonable value for their support. As new offers are added to the program, every APP user will automatically have access.

3) WHEREAS \_\_\_\_\_ (Organization - ORG) Authorities authorize SCF to the use of its logo in its mobile programs.

4) WHEREAS, the booster information will only be used by SCF in normal processes connected with the smartphone coupon program. Any additional use is with written permission of the ORG only. Boosters will receive renewal notices approximately 30 days prior to their annual renewal date. All Booster information is the property of the ORG. SCF will return all member and booster information within 180 days of the last service(s) rendered. Information may/can be retained through any/all obligations to entities providing services SCF necessary for the functioning of the program.

5) WHEREAS, we recommend, but not require, that each ORG market their fundraising campaign by 1) use the SCF Proprietary 10-Minute Invite process. 2) send out a quarterly newsletter/announcement to students, faculty, members, supporters, and parents promoting the APP's value, need for support and appreciation to those that have already been involved. 3) promotion and sales at various activities local events/locations – craft, city, "bites of", trade shows, store/business/public sites. 4) post information/links on the ORG's web and social media sites. SCF will assist with designing banners, marketing materials along with help with training ORG's members/parents on various sales processes for the Program. There are no volume requirements for the ORG, however, SCF does reserve the right to terminate this agreement with 60 days written notice if the ORG is not making a good faith effort to market and sell the program.

6) WHEREAS, the App sells for \$30 and each group keeps \$20 minus marketing materials provided by SCF including but not limited to - banners, signage, laminated lay-by cards, preprogramed tablets for in person sales, credit card swipe wedges. SCF will cover the costs associated with the credit card payment by boosters for the app. Each group will receive a Booster App activation code(s) list for their anticipated number members that will be using the 10-Minute Invite process from their cell phone(s). SCF will send a monthly report on or before the 20th and send/debit payment to the designated bank account(s) of the month following any sales by the ORG on or before the 27<sup>th</sup>. Revenue from Booster's renewing after the end of this agreement, will be paid at the same rate, plus any earned bonuses. If that amount falls below \$250 in a reporting period, those funds will be remitted once the total reaches the \$250 threshold. Refund(s), credit(s), credit card chargebacks, returns of the purchase to booster(s) can be deducted from the ORG's payment(s)

7) UNDERSTANDING, that, each ORG will have its own unique Booster base. SCF does not extend exclusive territories so there may be overlapping area footprints between Groups.

8) Term, 2 years from the implementation/rollout date and automatically renew for one-year terms unless canceled by either party with 90 days written notice. Upon termination ORG, Sub-ORG's and Members will immediately cease, using any marketing materials developed/provided by SCF, remove all link(s) from ORG's and/or Members Web and Social Media accounts and return all hardware provided by SCF – tablets, credit card swipes, etc..

9) Proprietary Information – This agreement also serves as a Non-Disclosure Agreement for all Proprietary Information exchanged/acquired during the agreement and outlasts the termination date for a term of 5 years. Any information exchanged between SCF and the ORG – member/merchant lists, vendors, marketing materials/practices/strategies, trade secrets – remain the property of the original party.

## NOTES: