



This Independent Promoter Agreement ("Agreement") is entered into as of 12/8/2024 by and between the National Financial Advancement of Colored People (NFACP), a nonprofit organization located at 8620 Painted Horseshoe St. Las Vegas, NV. 89131 ("Organization"), and [Promoter's Name], located at [Promoter's Address] ("Promoter").

1. Purpose of Agreement

This Agreement sets forth the terms and conditions under which the Promoter agrees to promote the Organization's income-producing products, initiatives, events, and workshops. The Promoter understands that their role is vital in ensuring NFACP's mission to empower communities and individuals through education, advocacy, and resources.

2. Independent Contractor Status

The Promoter is engaged as an independent contractor and not as an employee, agent, or partner of NFACP. Nothing in this Agreement shall be construed to create a joint venture, partnership, or employment relationship. The Promoter is solely responsible for their taxes, insurance, and other legal obligations.

3. Responsibilities of the Promoter

The Promoter agrees to:

- 1. Actively promote NFACP's donation-producing products, including but not limited to [specific products, e.g., fundraising campaigns, merchandise, or digital content].
- 2. Encourage participation in NFACP's initiatives, such as the 4 Quarters Initiative, 1st Time Home Buyers Workshops, and Kids and Young Adult Sporting Tournaments. Also, income producing products such as the Credit Repair Program, Travel benefits Club and more.
- 3. Promote NFACP's events, including workshops, seminars, and community outreach programs, ensuring maximum engagement from the community.
- 4. Share NFACP's mission, values, and goals in a positive and accurate manner.
- 5. Use materials, messaging, and branding provided or approved by NFACP for promotional purposes.





4. Ethical Standards

The Promoter agrees to conduct themselves with the highest ethical standards when representing NFACP. They will not engage in any actions or communications that may harm the reputation for integrity of the Organization.

5. Compensation

The Promoter will be compensated as follows:

- Compensation for the 4 Quarters Initiative will be 10% of all donations made in the Promoters Name or Through Promoters Efforts. Be sure that every donor either makes the donation in the **Promotors Name** or **Notes that the promoter generated the donation**.
 This will be done on the donation page powered by PayPal Donation.
- On the programs such as Credit Repair and Travel Benefits Club are commissioned separately. Please review the Pay Tier Structure for details. Please note that in order to be eligible for compensation through the Credit and Travel Programs, the promoter must be a member themselves. Membership can be paid by having the appropriate number of signed members under them.
- There are no income limits, maximums or minimums!
- NFACP reserves the right to adjust compensation terms with written notice.

6. Use of Intellectual Property

NFACP will provide promotional materials, including logos, brochures, and digital assets, for the Promoter's use. The Promoter may only use these materials to represent NFACP and its programs and must not alter them without prior written consent. Please note the initial package for marketing will be provided free of charge, however any supplemental materials can be provided only if the previous marketing package produced for the Promoter and for the Organization.





Additional materials can be purchased at the Promoter's discretion. The Promoter will receive at no charge the initial marketing package for any New Programs or Events.

Promoter also has the option to request additional marketing materials for any specific Income Producing Program. This can be free of charge if the Promoter's income is in the positive.

7. Confidentiality

The Promoter agrees to maintain the confidentiality of any proprietary or sensitive information provided by NFACP, including but not limited to marketing strategies, financial data, or participant details.

8. Term and Termination

This Agreement shall remain in effect until terminated by either party with 30 days' written notice. NFACP may terminate this Agreement immediately for breach of terms, unethical behavior, or misrepresentation of the Organization.

9. Reporting and Communication

The Promoter agrees to:

- 1. Provide updates on their promotional activities upon request.
- 2. Respond promptly to communication from NFACP regarding campaigns, events, or other promotional matters.

10. Indemnification

The Promoter agrees to indemnify and hold harmless NFACP from any claims, damages, or liabilities arising from their actions or representations as an Independent Promoter.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Las Vegas, Nevada.





12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral.

13. Amendments

This Agreement may be amended only in writing and signed by both parties.

14. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NFACP (Organization)

Name: <u>Michael C. Evans Jr.</u>
Title: Founder
Date: <u>12/08/2024</u>
Promoter
Signature:
Name:
Email:
Phone:
Date: