

**Genesis Fundraising, Inc**

8437 Tuttle Avenue #315, Sarasota, Fl 34243

**FUNDRAISING AGREEMENT**

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

Genesis Customer Number: \_\_\_\_\_

**ORGANIZATIONAL INFORMATION**

Group Name: \_\_\_\_\_

**Tax Exempt Number:** \_\_\_\_\_

*(VERY IMPORTANT – please provide copy of your state nonprofit status certificate when submitting this agreement)*

Group Phone: \_\_\_\_\_ Group Fax: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CONTACT INFORMATION** (SCHOOLS AND SCHOOL GROUPS MUST LIST SCHOOL PRINCIPAL AS A CONTACT)

#1 Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#2 Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#3 Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_, hereinafter called the “Group”, and Genesis Fundraising, Inc., a Florida corporation, hereinafter called “Genesis”, mutually agree to the following:

**GENESIS FUNFRAISING SERVICES** Genesis will provide Group at no additional cost the following:

1. Provide a product selection website that interested Group donors can order products for the Group’s benefit.
2. Provide Group with an updated unit profit schedule for items sold on product selection website.
3. Provide payment options to donors when purchasing their products.
4. Provide shipping and handling services to donors when ordering products.
5. Provide Group with a User Name / Password Account where Group’s management team can monitor the activity of their ongoing fundraising activity.
6. Provide a monthly statement and Genesis check for all profit raised from product sales within any designated calendar month.
7. Provide a Monthly Random Donation Incentive Program where Group may receive additional donated funds from Genesis whenever group sales equal or exceed one hundred (100) total product units within any calendar month.

Group and their interested donors are under no obligation to purchase any products under the term of this agreement.

**GROUP RESPONSIBILITIES** The Group shall:

1. Document their nonprofit status within their state by providing Genesis with a copy of their 501 (c) certificate.
2. Market the fundraising program through www.myonlinedonation.com.
3. Inform interested donors to designate the Group when ordering products.

**PRICES** Genesis reserves the right to change unit pricing and unit profit paid on all items listed for sale on Genesis website www.myonlinedonation.com.

**PAYMENT METHODS** Each donor who orders a product unit from the Genesis product selection website will be responsible for payment through a secured third party internet financial services company of Genesis's choice. Genesis will pay group monthly total profit amount based upon the account balance as of midnight Pacific Time the last calendar day of each month. Payments will be made by the 10<sup>th</sup> of the following month.

**SHIPPING & HANDLING** All applicable shipping and handling charges will be paid by the donor at time of selection. Genesis will provide donors with terms and conditions covering their purchase.

**OVERSOLD ITEMS** Genesis will make every effort to supply donors with specific product(s) requested within an individual order. However, Genesis reserves the right to withdraw product(s) without penalty based upon Genesis's supplier chain availability and request donor make another selection from the product menu.

**NO GURANTEES** Genesis makes no guarantees that Group will receive any random donation through the Genesis monthly random donation incentive program. Donation procedures and rules are posted on [www.genesisfundraising.com](http://www.genesisfundraising.com).

**NO WARRANTIES** Genesis makes no warranties on the website(s), programs, supplies and products it provides to the Group and their donors. Genesis does not authorize any person or organization to make warranties on its behalf. Genesis does not make guarantees on the fundraising results or success of any of its programs. This section shall survive the termination of this fundraising agreement.

**PUBLICITY RELEASE** In the event that Group is selected to receive a random donation from Genesis, Group hereby grants to Genesis the right to use Group's name, address, testimonials and likenesses on the Genesis website and other means of public advertising in perpetuity.

**LIABILITY LIMITATIONS** Genesis is not responsible for delays or errors due to computer problems, undelivered or mishandled mail services or common carrier vendors. Once in member / donor's possession, without specified notification, Genesis disclaims any responsibility to product's condition. If, for whatever reason, Group is qualified for a monthly random donation and Group's name is not entered into random selection process, Genesis will enter Group into next available month's selection pool without penalty to Group or Genesis.

**INDEMNIFICATION** Group shall indemnify and hold harmless Genesis, its employees, stockholders, officers, directors, contractors and other representatives from all injury and property damage, direct and indirect, resulting from the administration and execution of these fundraising services, as well as from any and all claims, liabilities, damages and demands arising from this agreement. Genesis has no liability for any consequential damages relating to this fundraiser. Genesis shall not be liable for acts and/or omissions of any other person or causes beyond the reasonable control of Genesis.

**ENTIRE AGREEMENT** This fundraising agreement shall supersede any other information regarding the relationship between the group and Genesis. This fundraising agreement is the entire agreement between the parties. No changes to this agreement is permitted unless agreed to, authorized and signed by both parties. This agreement covers all ongoing Group fundraising activity through the Genesis product selection website [www.myonlinedonation.com](http://www.myonlinedonation.com). This agreement is self-renewing every twelve months unless cancelled in writing by either party with thirty (30) days notice.

**ASSIGNMENT** Genesis reserves the right to assign its rights and obligations arising out of this Agreement.

**NOTICES** Both parties may notify each other at the respective addresses set forth in this Agreement.

**CONSTRUCTION** Paragraph headings are used for reference only and shall not be used to interpret this agreement.

**GOVERNING LAW** The laws of the State of Florida shall govern all matters relating to the validity, enforceability, interpretation and performance of this agreement. Genesis and the Group agree that the proper venue for any legal proceedings will be Sarasota County in the State of Florida.

**SURVIVAL** To the fullest extent possible, the respective obligations of each party, including but not limited to all indemnification and warranties covenants contained herein, shall survive the termination of this Agreement.

**SERVERABILITY** If any provision or a part of this fundraising agreement is determined by a court of competent jurisdiction to be invalid under the laws of the State of Florida, such ruling shall not affect the enforceability or validity of the remaining provision or any other provision of this fundraising agreement. The undersigned Group Representatives hereby unconditionally and irrevocably guarantee performance of all provisions of this fundraising agreement. The undersigned Group representative also warrants that they have the authority to sign this agreement for the Group's benefit.

\_\_\_\_\_  
Group Representative      Signature      Date

\_\_\_\_\_  
Genesis Fundraising, Inc.

\_\_\_\_\_  
Print Name      Title

\_\_\_\_\_  
Print Name      Title

**ALL SCHOOLS AND SCHOOL GROUPS MUST COMPLETE**

I, \_\_\_\_\_, as Principal of \_\_\_\_\_, located in \_\_\_\_\_, \_\_\_\_\_, grant approval for school groups to conduct fundraisers at my school in accordance with the terms and conditions contained in this fundraising agreement.

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

**GENESIS FUNDRAISING WILL FAX A COPY OF THIS AGREEMENT TO SCHOOL PRINCIPAL  
ONCE ALL PARTIES HAVE SIGNED THIS AGREEMENT**