

FUNDRAISING AGREEMENT

between

PARISH and

This Fundraiser Agreement (“Agreement”) is entered into by and between _____
_____ Parish (the “Parish”), located at _____,
and _____ (the “Organization”),
located at _____, for the purpose of holding
a [description of program] (the “Program”) for the benefit of the Parish during [insert dates].

WHEREAS, the Parish has informed Organization that it would like to hold [description of program] for the benefit of the Parish and to provide its parishioners and neighbors with access to [description of program];

WHEREAS, the Parish does not have the ability to run a [description of program];

WHEREAS, the Organization has a long-standing history of providing [description of program];

WHEREAS, the Organization has the required staff and equipment for running a [description of program] on the Parish’s behalf;

WHEREAS, the Parish (as a division of the Archdiocese of Washington) owns the property located at _____;

THEREFORE, the parties hereby agree to the following:

A. The Parish agrees to:

1. Give the Organization access to the Parish property (“Property”) identified in Exhibit A. The contact for access to the property and for making all arrangements is: _____ (telephone: _____);
2. Such access to the property shall begin on _____ and end on _____ with the understanding that the Program’s operating hours will be between _____. Such access shall be for the sole purposes of conducting the Program;
3. Provide the Organization’s staff with access to _____; and

B. The Organization agrees to:

1. Run the Program, as more particularly described in Exhibit B;
2. Include in the Organization’s advertisements for the Program the statement “A portion of all proceeds benefit _____ Church [and School]”;
3. Use the Property for the operation of the Program, and for no other purpose;
4. At the sole cost and expense of the Organization, observe, comply with, and indemnify the Parish for any taxes, fees, and fines levied under all laws, requirements, rules, orders, ordinances and regulations applicable to the Property, including, but not limited to,

(Attachment 9b)

acquiring all required permits from Montgomery County, Maryland. Notwithstanding the duties of the indemnifier as stated in this paragraph (B)(4), the Parish retains the right to defend itself in coordination with the Organization at the sole cost and expense of the Organization in any proceeding before the Montgomery County or Maryland government.

5. Protect, defend, indemnify, and hold harmless the Parish against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the Organization, or its employees, agents, members, or officers. The Parish does not waive or limit any rights of recovery against the Organization for any damages resulting from the negligent or willful acts of the Organization associated with the contract.
6. Provide a certificate of insurance to the Parish, which provides evidence of workers' compensation coverage as required by law, automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the Program in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident, and general liability coverage of not less than one million dollars (\$1,000,000) per occurrence, which includes a minimum of one million dollars (\$1,000,000) abuse and molestation coverage for claims arising out of alleged or actual child abuse or molestation. The Organization also agrees to have the Parish named as an "Additional Insured" on its general liability policy for the dates of [insert dates of Program] in relationship to the Organization for claims which arise out of Organization's operations or are brought against the Parish by the Organization's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. The Organization also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Parish.
7. Be responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers and contractors. The Organization shall not permit any employee, agent, member, officer, or volunteer of the Program to enter the premises of the Parish, including, if applicable, the Parish's school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in §14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If the Organization uses a subcontractor in the course of performing its obligations to the Parish, the Organization shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on the Organization.

C. Proceeds from the Program

1. Because the Parish does not have the ability or capacity to direct, manage and operate the accounting process for the Program, the Organization will collect payments, provide receipts, and keep accurate accountings for all sales.
2. The Organization will provide the Parish with a final accounting of income and expenses for the Program.
3. The proceeds of the Program shall be divided as follows:
 - a. The Organization shall contribute to the Parish ____% of all registration fees for the Program.

(Attachment 9b)

All modifications to this Agreement shall be in writing and mutually agreed upon by both parties. This Agreement constitutes the entire agreement between the parties regarding the Program and it supersedes all prior discussions, understandings or agreements between the parties. Neither party shall have the right to assign rights, obligations or interests in and to this Agreement without the prior written consent of the other party to this Agreement. If any clause or provision contained in this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then only such clause or provision shall be held ineffective, as though not contained herein, and the remainder of this Agreement shall remain operative in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the dates shown below:

PARISH:

Signature: _____

By: _____
PRINTED NAME

Title: _____

Date: _____

Signature: _____

By: _____
PRINTED NAME

Title: _____

Date: _____

(Attachment 9b)

EXHIBIT A

[description of/diagram of property]

(Attachment 9b)

EXHIBIT B

[Program brochure or other description of content of the Program]