



Partners For A Cause LLC  
5592 Park Side Circle  
Hoover, Alabama 35244  
(205) 424-2263 office

## CHARITABLE PARTNERS

### PARTICIPATION AND LISTING AGREEMENT

This Agreement is a binding contract between \_\_\_\_\_ (“The Charity”) and Partners For A Cause, LLC. Your access to and continued use of the Partners For A Cause Website located at [www.partnersforacause.com](http://www.partnersforacause.com) constitutes your acceptance, without limitation, of the terms and conditions of this Charity Participation Agreement. You acknowledge that you have read the terms and conditions herein and that you accept such terms and conditions.

WHEREAS, Partners For A Cause, LLC and The Charity wish to enter into this Agreement for the purpose of promoting awareness for The Charity and to help raise funding, outlined later in this document, for The Charity in exchange for the limited use of The Charity’s name and/or logo by Partners For A Cause, LLC (as defined below in Section 14). Partners For A Cause, LLC and The Charity will be engaging in and offering general consumers membership opportunities that allows the consumers to access special discount and coupon offers found on the Partners For A Cause web site.

WHEREAS, The Charity must be either a not-for-profit corporation, registered with the United States Federal Government; or a charitable cause or group formed with the specific purpose of making a difference. Partners For A Cause, LLC does reserve the right to reject applications they believe are not suitable or do not meet the overall objectives and requirements set forth by the company.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, Partners For A Cause, LLC and The Charity hereby adopt this Agreement pursuant to the following terms and provisions.

#### 1. Distribution of Funds.

(a) Calculation. The Charity will receive 75% of the membership fee for each membership sold directly by The Charity, or, when a consumer selects The Charity when making the purchase online at the Partners For A Cause web site.

(b) Data used for Calculation. Payment to The Charity shall be calculated solely based on records maintained by either Partners For A Cause or The Charity. No other measurements or statistics of any kind shall be accepted by Partners For A Cause or have any effect under this Agreement.

#### 2. Payment Schedule and Terms

a. Payout Period. Partners For A Cause, LLC will send monthly to The Charity a check for all designated online purchases made during the previous month, and will provide The Charity the donor’s name and address to assist The Charity in acknowledging the gifts.

b. Payment from The Charity. Upon completion of the fundraising campaign where The Charity has collected monies made payable to The Charity, The Charity will send a check made payable to Partners For A Cause, LLC calculated at 25% of the total monies collected by The Charity. All Enrollment Forms must accompany the check to help verify that memberships purchased have been paid in full. Emails to the Purchasers providing their access codes will follow so they can register their new membership(s).

c. Accurate Records. To ensure proper payment, The Charity is solely responsible for providing and maintaining accurate contact and payment information associated with their account.

d. Applicable taxes or charges. Although we do not anticipate any taxes or charges being imposed by any government entity since the purchaser of the membership receives no “tangible” item from The Charity, The Charity does agree to pay all applicable taxes or charges imposed by any government entity in connection with this Agreement for sales conducted by The Charity. Partners For A Cause, LLC will be responsible for those taxes and charges applicable to the online purchases when required.

e. Right to Change. Partners For A Cause, LLC reserves the right to change its pricing and/or payment structure at any time. The Charity will be notified within thirty (30) days of any changes.

f. Disputes. If The Charity disputes any payment made under this Agreement, you must notify Partners For A Cause, LLC in writing within sixty (60) days of Charities receipt of any such payment; failure to so notify Partners For A Cause, LLC shall result in the waiver by you of any claim relating to any such disputed payment.

g. Payment type. Payments will be made to The Charity via check unless another payment method is agreed in writing by both Parties.

### 3. Permissions and Rights

a. Use of Charity name, logo and trademark. The Charity hereby grants Partners For A Cause, LLC a non-exclusive, non-assignable, non-transferrable license to use the Charity’s name, logo, and trademark on marketing or press materials pursuant to the terms hereof to promote the Partners For A Cause program until the termination of this Agreement. The Charity’s name logo and marks shall be used in the exact form, style and type then prescribed in writing by The Charity and shall remain exclusively the property of The Charity.

b. Use of Partners For A Cause name, logo and trademark. Partners For A Cause’s name and marks shall be used only in exact form, style and type prescribed in writing by Partners For A Cause and shall remain exclusively the property of Partners For A Cause, LLC.

### 4. Type of Relationship

a. Fundraising. This Agreement simply states that The Charity has agreed to be a participating Charitable Partner listed on the Partners For A Cause web site, and that The Charity has agreed to promote and sell memberships to Partners For A Cause as a fundraiser, with The Charity keeping a percentage of the proceeds outlined earlier in Section 1. Distribution of Funds, Article (a) Calculation.

This does not constitute and shall not be construed as constituting a partnership, joint venture for profit or any other purpose, employer or principal/agent relationship between Partners For A Cause, LLC and The Charity. No parties shall have any right to obligate or bind the other parties in any manner whatsoever without a written agreement between both parties. In no event shall this Agreement be construed as a contract or agency agreement for Partners For A Cause to solicit or consult on the solicitation of contributions from others on behalf of The Charity outside the normal marketing strategy of Partners For A Cause, LLC driving consumers to the web site to help support the local participating Charitable organizations and/or groups.

b. No Collection of Donations. Partners For A Cause, LLC shall not collect charitable donations meant for The Charity other than through the normal sales of memberships unless otherwise mutually agreed upon by both parties for special fundraising campaigns.

5. Mutual Indemnification. Each party shall protect, defend, indemnify and hold harmless the other and its agents, shareholders, representatives, directors, officers, contractors, attorneys and employees from and against any and all reasonable documented damages (not including tax liabilities) based on, arising out of or in any way related or connected with the indemnifying party’s performance of this Agreement or any breach thereof arising out of the gross negligence, recklessness or willful misconduct of the indemnifying party. This indemnification obligation shall continue beyond the termination or expiration of this Agreement and is reciprocal.

6. Termination. This Agreement may be terminated by either party for any reason with thirty (30) days written notice to the other party. This Agreement shall terminate on the 30th calendar day following delivery of the written notice.
7. No Assignment. Neither Partners For A Cause, LLC nor Charity shall assign this agreement without written approval of the other party.
8. Waiver of Rights. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other, provisions under this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party here to to insist upon strict compliance of this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.
9. Governing Law. This Agreement shall be construed, administered and governed in all respects under and by the internal laws of the State of Alabama, without giving effect to principles of conflict of laws, and applicable federal laws.
10. Severability. If any provision of this Agreement is found, held or deemed to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the Agreement shall continue in full force and effect.
11. Authority. Each party warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder. This Agreement may be executed in counter parts, including by fax or by email and by different parties on separate counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same instrument.
12. Level of Participation. The Charity may participate through selling memberships as a fundraiser to the Partners For A Cause web site and/or as a charity listed on the web site as a participating Charitable organization that consumers may choose from to benefit from the consumers online purchase of a membership.
13. Headings and Subheadings. Headings and subheadings in this Agreement are inserted for convenience only and are not to be considered in the construction of the provisions hereof.
14. Limited Engagement. The Charity will only engage in activities necessary to protect the name, logo, mailing list and other intangible property rights that are the subject of this licensing agreement and, notwithstanding any other provisions in this agreement, the Charity is not under any obligation to engage in any activity or to provide any service to Partners For A Cause, LLC.
15. Complete Agreement. The entire relationship and set of obligations between the Partners For A Cause, LLC and The Charity are included in this Agreement. There are no other terms or conditions.

I HAVE READ THIS USER AGREEMENT AND AGREE TO ALL THE PROVISIONS ABOVE.

DATE	PRINTED NAME OF REPRESENTATIVE	TITLE
ORGANIZATION'S NAME	SIGNATURE OF REPRESENTATIVE	
ORGANIZATION'S ADDRESS		CITY
ST	ZIP CODE	<div style="border: 1px solid black; background-color: #cccccc; height: 20px; width: 100%;"></div> PARTNERS REPRESENTATIVE

