

**FUNDRAISING AGREEMENT - Mini Drive**

MM-160952

FUNDS2ORGS, LLC AND PENINSULA SPCA

EIN# 54 0676370

This Fundraising Agreement ("FA") is entered into August 27, 2016, by and between FUNDS2ORGS, LLC, a Florida limited liability company, whose address is 1080 Woodcock Rd., Suite 151, Orlando, FL 32803 ("F2O"), and Peninsula Society For The Prevention Of Cruelty To Animals, Inc., a VA not-for-profit corporation, d/b/a Peninsula SPCA, whose address is 523 J Clyde Morris Blvd., Newport News, VA 23601 ("PSPCA").

WHEREAS, F2O is a BRANDING "social enterprise" company that facilitates the branding, fundraising and related support services to move through microenterprise organizations around the world through its "fundraising" strategies;

WHEREAS, F2O wishes to purchase gently worn, used and new shoes collected from shoe drives and other collection efforts that will consist of gently worn, used and new shoes unsorted from the fundraiser events that F2O executes; and

WHEREAS, PSPCA and F2O wish to engage in a strategic affiliation during which F2O will coordinate fundraising events to collect gently worn, used and new shoes.

NOW, THEREFORE, in accordance with the foregoing, the parties agree as follows:

1) Term: This FA shall begin on September 06, 2016 and remain in effect 60 days.

2) F2O agrees to:

- Work with PSPCA on planning the gently worn, used and new shoe drive.
- Pay PSPCA \$.40 per pound for gently worn, used and new shoes collected within 48 hours of receipt. Check will be payable to **Peninsula SPCA**.
- Provide transportation for the gently worn, used and new shoes by logistics partner; **if under 2,500 lbs then PSPCA shall have a fee of \$250.00 deducted from the proceeds of the drive.** At 2,500 lbs cumulative this fee shall be waived. Best efforts will be made to pick up no later than 30-45 days after end date.
- F2O to provide a starter kit with 100 clear bags (33 gallons, 1.2 M) and 2500 rubber bands at no cost.

3) PSPCA agrees to:

- Promote shoe drives utilizing PSPCA brand and benefit for their organization via collecting gently worn, used and new shoes.
- Collect gently worn, used and new shoes and place them in clear bags (33 gallons, 1.2 M) tied or rubber banded together. All gently worn, used and new shoes must be stored in a dry facility.
- **We do not accept damaged** (holes in toes, soles falling off, etc) **or worn out shoes.** It is imperative that the product that is collected is reviewed and that only gently worn, used and new shoes are part of your fundraiser. Funds2Orgs has the right to refuse any collected shoes containing any violations of the above.
- Communicate with fundraising coach weekly to update on how many bags with 25 pairs are on hand.
- Consolidate the collected gently worn, used and new shoes to a central location to minimize the freight expenses.
- Pick up location must be accessible by a 26 ft. straight truck.
- PSPCA will provide volunteers to help load bags into truck at time of pick up.
- Collect an average of 100 bags of gently worn, used and new shoes with an average of 25 pairs per bag or an average of 2,500 lbs.

4) Targeted Fundraising Amounts

F2O and PSPCA agree that the target amount to be obtained by PSPCA in the drive is \$1,000.00 and delivered to PSPCA.

5) Relationship of Parties. Through this FA, the parties intend to create only an affiliation with one another for the specific and limited purpose described. Each party will act independently and without supervision from the other. Nothing in this FA is intended to create a partnership, agency, or employer/employee relationship. Each party will be responsible for their own liabilities and will hold the other party harmless from any claims of injury, loss or damage resulting from the activities described in this FA.

6) Entire Agreement. This FA and the recitals hereto and all exhibits and schedules hereto contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written or oral agreements of the parties. The

failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this FA will not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights. Upon execution via fax, any modifications or additions to the above FAs will be done with the mutual consent of both parties.

7) Attorney's Fees. The prevailing party in any action taken to enforce such party's rights under this FA shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

8) Confidentiality. The terms and conditions other than the existence and duration of this FA shall be kept strictly confidential by the parties hereto and shall not be disclosed by either party to any third party except: (i) as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the disclosing party shall notify the other party before disclosing the FA and shall seek confidential treatment of such terms and conditions); (ii) as part of the normal reporting or review procedure to a party's accountants, auditors, agents, legal counsel, and employees of partners, parent and subsidiary companies, provided such accountants, auditors, agents, legal counsel, and employees of partners, parent and subsidiary companies agree to be bound by this confidentiality provision; (iii) to enforce any of a party's rights pursuant to this FA; and (iv) with the prior written consent of the other party.

9) Jurisdiction. THIS FA WILL BE DEEMED TO HAVE BEEN MADE IN ORANGE COUNTY, FLORIDA. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO WILL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, REGARDLESS OF ANY CONFLICT OF LAW RULES. EACH OF THE PARTIES AGREES THAT ANY AND ALL ACTIONS AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS FA WILL BE LITIGATED IN COURTS HAVING JURISDICTION IN ORANGE COUNTY, FLORIDA. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION OF AND AGREES THAT VENUE IS EXCLUSIVELY PLACED IN ANY COMPETENT COURT LOCATED WITHIN ORANGE COUNTY, FLORIDA.

10) Notices. All notices, requests, consents and other communications under this FA sent to F2O will be in writing, addressed to the address of F2O address appearing on the first paragraph of this FA or to another address as F2O may designate in a notice; and will sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications under this FA sent to PSPCA will be in writing, addressed to PSPCA at the address written below. All notices, requests, consents and other communications under this FA will be deemed to have been given (a) if made by email or facsimile, at the time that receipt thereof has been personally acknowledged in writing by the receiving party; (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (c) if sent by registered mail, on the fifth business day following the day such mailing is made.

IN WITNESS WHEREOF, this FA has been executed as of the day and year first written above.

"F2O"  
FUNDS2ORGS, LLC,  
a Florida limited liability company

By: \_\_\_\_\_

Judith Casiano  
Compliance Manager

"PSPCA"  
PENINSULA SPCA  
523 J Clyde Morris Blvd, Newport News, VA, 23601

By: \_\_\_\_\_

Megan Steele  
Marketing & Special Events Manager

Date Signed: 8-30-16

MM060116