

## BREEZE THRU CAR WASH FUNDRAISING AGREEMENT

**Breeze Thru Car Wash (also "BTCW") and Organization hereby agree to the following:**

**1. Purpose.** The purpose of this Agreement is to set out the terms and conditions for the operation of a Car Wash Fund Raising Program ("Program") by the Organization with the assistance of the BTCW (the "Distributor").

**2. Program.** The Program consists of BTCW providing an allotted time frame for the Organization to promote their fundraiser on-site at BTCW. At the end of the fundraiser, BTCW will pay the Organization \$400 or \$1.00/car (whichever is greater) derived from the Organizations efforts within the agreed upon time frame, provided that the Organization remain on-site for the entire duration of the Program and maintain a faithful effort as described in the Obligations of Organization below.

**3. Obligations of the BTCW.** The Distributor shall have the obligation to do the following:

1. Provide the service necessary to conduct the Program;
2. Provide a payment to the Organization within 30 days of the Program event;
3. A minimum amount of \$400 or \$1.00/car (whichever is greater) will be paid, if and only if the Obligations of the Organizations are upheld.

**4. Obligations of Organization.** The Organization shall have the obligation to do the following:

1. Designate members and or employees of the Organization to coordinate and actively promote the Program;
  - a. Provide signage that indicates which Organization is being promoted for use on-site
    - i. A minimum of five (5) signs shall be used by Organization representatives
    - ii. Signs must be a minimum of 24"x36" in size
    - iii. Signs need to read, "Fundraiser for Organization's Name"
    - iv. It is best if the writing is a large as possible, legible and provides stark contrast of the font and poster board to the reader.
  - b. A minimum of five (5) shares of the event at various social media outlets
    - i. Remember, the more traffic the Organization can drive, the more revenue potential
2. Have a minimum of 10 (ten) people actively participating for the entire Program event;
3. Have a minimum of 1 (one) parent or identified supervisor of the Organization for every 10 (ten) people (I.e. 10 people needs one parent/identified supervisor, 11 people needs 2 parents/identified supervisors);
  - a. Parent or Supervisor must be at least twenty-five (25) years of age
  - b. Non-Parent or Supervisor participants must be at least 8 years of age or older
  - c. An additional Parent or Supervisor is required for every three (3) people under the age of twelve (12) years old.
4. Comply with all state and federal laws applicable to the Program, including but not limited to any applicable state sales tax and use tax requirements;
5. Conduct the Program in a safe and professional manner which includes, but is not limited to;
  - a. No Organization representative is to stand in the "Stay Clear" areas as indicated on the site map

- b. No Organization representative is to stand in the "Vacuum Area" as indicated on the site map
- c. No Organization representative is to encourage a customer on-site to honk their horn
- d. No Organization representative is to obstruct the flow of traffic on-site
- e. Organization representatives should only stand in the "Stand Here" and the "Collection Jar" areas while promoting the Program, as indicated on the map
- f. Organization representatives should not use vulgar or profane language on-site
- g. Organization representatives should not assist BTCW customers in any services on vehicles
- h. Organization representatives must actively participate for the entire duration of the Program
- i. A collection jar is only allowed at the designated "Collection Jar" location as identified on the site map
- j. Venmo account can be set up and QR code added to collection jar or sign.=
- k. Organization representatives must be fully clothed and clothing should be work appropriate.
- l. Maintain cleanliness of area; clean up any litter/debris created by Organization
- m. There shall be no clothing worn with;
  - i. vulgar language
  - ii. drug/alcohol references
  - iii. graphic images
  - iv. generally offensive material
- n. No weapons allowed
- o. No cell phone usage when actively participating in the Program
  - i. If cell usage is necessary, it must be done in an Organization representative's vehicle
- p. No tobacco use while participating in the Program

**5. Use of Photography and Videography.** I understand that by completing an application, I am giving permission to BTCW to use any photos or videos taken during the fundraiser for social media and website of any participants involved in the event.

**6. Terms.** This Agreement shall be in effect for the date(s) stated in Addendum A;

1. Organizations may only participate once per calendar year for all locations
2. Only one fundraiser will be held per month, per location
3. The Program shall exist on a designated Sunday (found in Addendum A) of 4 consecutive hours between 10:00 am and 5:00 pm (e.g. 10 am – 2:00 pm or 1:00 pm – 5:00 pm)
4. Applications will be accepted 60 days prior to requested date (e.g. Fundraiser date 7/15 sign up would open 5/16)

**7. Entire Agreement.** This agreement contains all of the covenants between BTCW and the Organization and no agent or representative of the BTCW or the Organization has authority to modify, and or change any of the terms or conditions of this Agreement. The Organization agrees that no oral or written statements, promises, representations or guarantees by BTCW, other than those contained in this Agreement, have been made to the Organization.

**8. Binding Agreement.** Upon execution by the authorized representative of BTCW and Organization, this Agreement shall be binding upon all administrators, successors and assigns of both BTCW and Organization. In the event this Agreement is cancelled less than 30 days prior to the start date, the Organization will have to wait a minimum of 6 (six) months before reapplying for another BTCW program.

**9. Status of Parties.** Breeze Thru Car Wash and the Organization are each independent entities. Neither BTCW nor the Organization are acting as an agent for the other.

**10. Execution of the Agreement.** The parties of this Agreement hereby duly executed this Agreement on and effective as of the date written in Addendum A.