

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 (the "Program") by the Organization with the assistance of BTCW (the "Distributor").
2. **Program.** The Program consists of BTCW providing a donation button on our pay station for three (3) consecutive days starting on the 2nd Friday through Sunday at one location (to be determined during the application process). At the end of the fundraiser, BTCW will match the Organization, dollar for dollar, for all funds raised through the donation button on the pay station. Provided that the Organization maintain a faithful effort as described in the Obligations of Organization below.
3. **Obligations of 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 at the photo-op coordinated with BTCW via this Agreement ;
 3. The Organization will be matched dollar for dollar, on all funds donated through the Pay Station at the agreed upon location and dates, if and only if, the Obligations of the Organization are upheld.
4. **Obligations of Organization.** The Organization shall have the obligation to do the following:
 1. Attend a Monthly Meeting
 - a. Representative from the Organization will attend a Monthly Meeting the first week of the month their fundraiser falls in. These are held 30 minutes after close either Tuesday, Wednesday or Thursday evening depending on the location.
 - b. Prepare a brief presentation about your Organization and what the funds will go towards. This will allow all the employees to be informed and help raise funds.
 - c. Representative will deliver signs to be posted at the location.
 - i. 28" x 22" with a 2" buffer (1 – 3 depending on location)
 2. Get the word out!
 - a. Your Organization will want to drive as much traffic to the location you are fundraising at:
 - i. Social Media
 - ii. Email Blast
 - iii. Fliers
 - iv. Text Messages
 - v. Word of Mouth
 - b. The location will have a donation option on the pay station. All customers going through the car wash will have the option to donate. (set amounts \$1, \$5, \$10, \$20 or no add-ons)
 - i. All donations raised through the pay station will be matched by BTCW.
 3. During the event you are allowed to have someone on site to inform customers what you are raising money for and collect additional cash donations.
 - a. Need to be 18+ years old
 - b. Stay in designated areas

- i. Not obstructing the flow of vehicles around the site
 - c. Wear safety vest (not provided by BTCW)
 - 4. Be present for a photo-op with Management on Site to be completed in final week of Fundraiser Month
 - a. To bring a sign/banner for photo-op that represents your organization.
 - b. Wear attire that they would like their community to envision their organization as
 - c. A minimum of 3 (three) people from Organization and Minimum 1 (one) from Distributor
 - i. Must have acknowledged waiver and allow us to use photos in future posts.
 - 1. Check to be delivered at photo-op
5. 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;
6. Conduct the Program in a safe and professional manner which includes, but is not limited to;
 - a. No Organization representative is to obstruct the flow of traffic on-site
 - b. Organization representatives should only stand in the designated area for the photo-op
 - c. Organization representatives should not use vulgar or profane language on-site
 - d. Organization representatives should not assist BTCW customers in any services on vehicles
 - e. There shall be no clothing worn with;
 - i. vulgar language
 - ii. drug/alcohol references
 - iii. graphic images
 - iv. generally offensive material
 - f. No weapons allowed

5. **Terms.** This Agreement shall be in effect for the second full weekend of the month (Friday – Sunday) for the location stated on the Fundraising Application Form

- 1. Organizations may only participate once per calendar year for all locations
- 2. A max of 1(One)fundraiser will be held per month, per location
- 3. If the event is canceled without notice the Organization may not be allowed to participate in the fundraising program for the remainder of the calendar year.

6. **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.

7. **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.

8. **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.