

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 an allotted time frame for the Organization to promote their fundraiser with BTCW. At the end of the fundraiser, BTCW will pay the Organization a minimum of \$250 and match, dollar for dollar, between \$251 and \$1,000 for each dollar the Organization raises in their designated time, 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. A minimum amount of \$250 and match, dollar for dollar, between \$251 and \$1,000 for each dollar the Organization raises in their designated time will be paid, 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. Provide a banner/sign, representation of the Organization, to be used during the photo-op
 - a. Minimum 24" H x 36" W in dimensions
 - b. Must have BTCW-approval before proceeding with the Program
 2. Provide the Distributor which a continuous 7 (seven) days between the 1st (first) and the 15th (fifteenth) of the fundraiser month to raise additional match-funds in
 - a. "Match-funds" are any dollars raised outside of the Distributor's donation within the designated contiguous 7 (seven) days of this Agreement
 - b. Receipts of funds raised must be documented with associated date and provided to the Distributor
 - i. If unable to distinguish a legitimate donation, match-fund will not apply
 - ii. Donations may be made via Cash, Check, Venmo, PayPal, Cash App
 1. Other platforms will need prior approval from Distributor
 - iii. All receipts are due to Distributor no later than 48 hours after the Fundraising event.
 1. Receipts should be emailed to Admin@BreezeThruCarWash.com
 3. Be present for a photo-op with Site Management, must be completed in final week of Fundraiser Month
 - a. Organization shall bring their banner/sign for photo-op
 - b. Wear attire that they would like their community to envision their organization as
 - c. 3 (three) to 5 (five) people from Organization and Minimum 1 (one) from Distributor

- i. Must have filled out and provided Distributor with completed waiver(s)
 1. Check to be delivered at photo-op
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 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 date(s) stated in the Fundraising Application

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

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. 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.

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.

9. **Execution of the Agreement.** Once the event date and location have been finalized a contract between the Distributor and the Organization will be emailed and need to be signed by both parties.