Kiwanis Incredible Duck Splash 2009

"KIDS" - a.k.a. "Ducks For Kids"

http://www.ducks4kids.org

Duck Buddy Agreement Form 2009

This Duck Buddy Agreement is made and entered into as of _____, 2009, by and between Glendale Kiwanis Foundation ("Producer"), whose business address is 3920 Oakgrove Court, Glendale, CA 91214-3257, and the non-profit organization _____ ("Duck Buddy"), whose business address is _____. The contact person for the "Duck Buddy" is _____, whose preferred phone is (___) _____ and e-mail address is _____.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Producer and Duck Buddy agree as follows:

1. ENGAGEMENT. The Producer hereby engages Duck Buddy to pursue the distribution and sale of duck adoptions for the 2009 Kiwanis Incredible Duck Splash (acronym "KIDS" and referenced hereafter as "Splash") which is also referred to as "Ducks For Kids", and the Duck Buddy hereby agrees to render such pursuit under the terms and conditions specified herein.
2. DUCK BUDDY. The Duck Buddy herewith attaches documentation of their status as a non-profit organization and their IRS classification (if it exists).
3. LOCATION OF SPLASH. The Splash will take place at "Lake Glendale" to be created at Verdugo Park, 1621 Canada Blvd., Glendale, CA 91206.
4. DATE AND TIME OF SPLASH. The date of the Splash is Saturday, October 24, 2009. The program will commence at approximately 10:00 a.m. and conclude about 2:00 p.m., with the preliminary duck race heats commencing at approximately 12:00 Noon and the final duck race event and winner selection occurring at approximately 1:30 p.m.
5. ADOPTIONS AND PAYMENTS. All duck adoption forms with full payment shall be given or mailed to Producer, at its business address stated above, within ten (10) days of receipt, provided that no such forms and payments shall be received by Producer later than 7:00 p.m. on Friday, October 23, 2009.
6. RESPONSIBILITIES. The Duck Buddy group will provide the required volunteers at either the tagging party or race day depending upon the type of organization represented per the Volunteer Registration Form.
7. PROMOTION. The Duck Buddy agrees to permit Producer to use Duck Buddy's organization name and information and photographs in the promotion of the Splash.
8. COMPENSATION. Producer agrees to compensate Duck Buddy within ten (10) days of the Splash in the amount of 50% of the duck adoptions submitted with the name of the Duck Buddy properly included on the form, provided that such payment amount shall exceed a minimum of $250.00. However, the percentage earned shall be increased for the three (3) Duck Buddy groups with the largest amount of duck adoption payments by the deadline stated in item 5 above, provided also that all other conditions of this Agreement have been satisfied, according to the following schedule: #1 shall receive 65%, #2 shall receive 60%, and #3 shall receive 55% of the qualified adoption payments.

Duck Buddy and Producer have each caused this Duck Buddy Agreement to be signed by its duly authorized representative in Glendale, California as of the day and date first written above.

_____ _____ _____ _____

PRODUCER (Glendale Kiwanis Foundation) Date DUCK BUDDY ( ) Date

Please submit this form to Vic Legerton, 3920 Oakgrove Ct., Glendale, CA 91214-3257.