



Kiwanis Incredible Duck Splash 2011

"KIDS" (a.k.a. "Ducks For Kids")

<http://www.ducks4kids.org>

Duck Buddy Agreement Form 2011

This Duck Buddy Agreement is made and entered into as of _____, 2011, by and between the Glendale Kiwanis Foundation ("Producer"), whose address is P.O. Box 10545 Glendale, CA 91209-3545, and the Non-Profit or Not-For-Profit organization _____ ("Duck Buddy"), whose address is _____.

The contact person for the Duck Buddy is _____, whose phone number 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 2011 Kiwanis Incredible Duck Splash (acronym "KIDS", also referred to as "Ducks For Kids" and referenced hereafter as "Splash") and the Duck Buddy hereby agrees to render such pursuit under the terms and conditions specified herein.
2. **DUCK BUDDY.** As applicable, the Duck Buddy herewith attaches documentation of their status as a Non-Profit organization and their IRS classification. (Not applicable for Not-For-Profit groups.)
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 15, 2011. The program will commence at approximately 10:00AM and conclude about 3:00PM; the preliminary duck race heats commence at approximately 12:00PM; the final duck race event and winner selection occurs at approximately 2:00PM.
5. **ADOPTIONS AND PAYMENTS.** All duck adoption forms with full payment shall be returned to Producer and/or mailed to Producer (at the address stated above) within ten (10) days of receipt. Final deadline to return duck adoption forms with full payment to Producer is 7:00PM on Friday, October 14, 2011.
6. **RESPONSIBILITIES.** The Duck Buddy group is required to provide volunteers at either the Tagging Party or Race Day, depending on the type of organization represented as per the Volunteer Registration Form.
7. **PROMOTION.** The Duck Buddy agrees to permit Producer to use Duck Buddy's organization name, 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 value of the qualified duck adoptions returned, with the name of the Duck Buddy properly included on the form, provided that such compensation payment exceeds a minimum of \$250.00. As an added incentive, the compensation percentage for the three (3) Duck Buddy groups with the highest volume of duck adoptions returned by the deadline stated in Item 5 above, and provided also that all other conditions of this Agreement have been satisfied, shall receive a bonus compensation increase as follows: #1 shall receive a 15% bonus, #2 shall receive a 10% bonus, and #3 shall receive a 5% bonus.

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

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

Please submit this form to Todd Hunt, P.O. Box 10545 Glendale, CA 91209-3545