

United Appeal for Athens County Ohio, Inc.
Agreement with Agencies

This agreement made and concluded at Athens, Ohio, this _____ day of _____ (month), _____ (year), by and between United Appeal for Athens County, Ohio, Inc., hereinafter called United Appeal, and _____ (name of organization), hereinafter called the Agency.

WITNESSETH:

- I. WHEREAS UNITED APPEAL CONDUCTS A FEDERATED FUNDRAISING CAMPAIGN WITH OBJECTIVES AND GUIDING PRINCIPLES AS FOLLOWS:
- A. To help people meet their basic needs.
 - B. To stimulate citizens' voluntary participation and to educate the public in support of charitable giving.
 - C. To determine which services shall receive financial support through United Appeal and the extent to which such support shall be given by United Appeal to each of the partner organizations.
 - D. That any organization rendering health and welfare services to the citizenry in or from the Athens County area and agreeing to operate in accordance with the By-Laws of United Appeal for Athens County and approval of the Board of Directors of the United Appeal for Athens County, may be accepted as a co-operating service or organization member.
- II. WHEREAS THE MANAGEMENT AND ADMINISTRATION OF THE AFFAIRS OF UNITED APPEAL ARE VESTED IN A BOARD OF DIRECTORS AND WHEREAS THE AGENCY BELIEVES ITS BEST INTEREST CAN BE FURTHERED BY ADHERING TO THE PRINCIPLES AND OBJECTIVES OF UNITED APPEAL AND WHEREAS THE AGENCY DESIRES TO BECOME A CO-OPERATING SERVICE OR ORGANIZATIONAL PARTNER OF THE UNITED APPEAL, NOW THEREFORE BE IT HEREBY AGREED THAT _____ (name of organization) WILL:
- A. Abide by all of the requirements of co-operating service or organizational members as set forth in the By Laws of United Appeal and that it will cooperate with the Board of Director in carrying out the objectives and principles of said United Appeal.
 - B. Permit the use of its symbol in any fundraising campaign on behalf of United Appeal.
 - C. Identify itself as a United Appeal funded agency in all advertising and marketing, both print and electronic.
 - D. Provide certificate of insurance showing proof that its representatives who are required to or will handle funds derived from United Appeal are legally bonded. Write name(s) of bonded person(s).
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- E. Submit a report by April 30, 2011, evidencing the manner in which United Appeal funds have been expended.

- F. Will provide United Appeal with a current copy of the resolution of its governing body authorizing the entering into of this agreement. And will submit a copy of any changes of the agency's Internal Revenue Service 501 (c) (3) determination letter.
- G. Will attend and actively participate in all United Appeal campaign functions.
- H. Not engage in direct solicitation of employees at a work site (no mass solicitation through employee mail; no requests for employers to do payroll deduction, etc.)

FAILURE BY THE AGENCY TO COMPLY WITH THE ABOVE LISTED PROVISIONS WILL CONSTITUTE JUST CAUSE FOR TERMINATION OF THIS AGREEMENT BY UNITED APPEAL AS PROVIDED FOR IN SECTION IV A OF THIS AGREEMENT.

III. FOR AND IN CONSIDERATION OF THIS AGREEMENT OF _____
(name of organization) AS HEREIN SET FORTH UNITED APPEAL FOR ATHENS COUNTY AGREES THAT:

- A. It will support the Agency in its efforts to improve and enlarge its services to the community.
- B. It will pay Agency funds allocated by the Board of Directors of United Appeal. It shall notify Agency of the schedule and the amount of anticipated payments annually.
- C. United Appeal may modify payments to Agency and will notify Agency in writing of any modifications in a timely manner.

IV. IT IS FURTHER STIPULATED THAT THIS AGREEMENT WILL BE SIGNED EACH YEAR BY BOTH PARTIES:

- A. United Appeal may terminate this Agreement for just cause by giving thirty (30) days advance written notice to the governing board of the Agency.
- B. The Agency may terminate this Agreement by written notice to the United Appeal's Executive Director within thirty (30) days of written notification of United Appeal's fund allocation to the Agency, without penalty or further obligation to United Appeal.
- C. In the event that the Agency elects to terminate this Agreement, or ceases to operate or provide the services that are funded through United Appeal, at any other time during contract year, the parties agree that United Appeal shall be entitled to liquidated damages in an amount equal to the sum total of allocations received by the Agency less any designated pledges.

UNITED APPEAL FOR ATHENS COUNTY, OHIO, INC.

UNITED APPEAL EXECUTIVE DIRECTOR

(NAME OF ORGANIZATION)

AGENCY BOARD PRESIDENT or EXECUTIVE DIRECTOR