

Dreams for Kids, Inc.

"Scoring Points for Kids" Basketball Fundraiser

Letter of Agreement

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ocation of Event: Union	H.S.
asketball Fundraiser Event Date: _ .ssembly(ies) Date(s):てB ፲	
.ocation(s) of Assemblies/Promotic	onal Events:
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SCORING POINTS FOR KIDS

LETTER OF AGREEMENT

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<u>Union H.S.</u> and Dreams for Kids, Inc (Consultant) governing the provision of providing consulting services for the client to coordinate a fundraising event.
Upon receipt of the requisite approval, the term of this agreement shall commence and the Provider shall provide such services as determined appropriate. The Consultant shall be available to consult with members of the Client team at reasonable times up to the time of the event commencing on the approval date concerning matters pertaining to the Client Project.
All documents and lists provided by the Consultant are the property of the Consultant and are to remain confidential and not for use by the Client for future fundraising activities.
The Consultant agrees to arrange for a team of NFL professional athletes to a play a series of basketball games at Union H.S. on April 13, 2018. The Consultant will provide 6-10 former and current professional athletes for the game based on the availability of those athletes. A roster of those scheduled to play will be submitted to the Client 10 days prior to the game. The Consultant reserves the right to substitute players due to illnesses or conflicts without written notice to the Client.
Professional athletes will play up to six, 8 minute games against community teams designated by the Client, who is responsible for the identification of thes teams.
The Consultant will notify in writing the expense for the professional athletes two weeks in advance of the event payable to Dreams for Kids,Inc. 7 days before the event.
The event will begin at6 pm with a VIP reception, if applicable, at which the Consultant will make available the team of professional athletes for an autograph session with specially ticketed guests. The basketball program will begin at 7:05pm in the main arena.
The client is responsible for marketing the event, ticket sales, sponsorship procurement, event location and vendor contracting, and securing volunteers needed for the night of the event. The Consultant will assist, when requested and appropriate in securing additional sponsorships and ticket sales.
The Client will assist the Consultant to conductTBD school visits/assemblies with a professional athlete to share the Dreams for Kids 10 Pillars of Character Building and promote the event. The Consultant will also participate, if requested, in media interviews as appropriate in the weeks leading up to the event to assist with event promotion.(Please Advise)
The event will include: (CIRCLE ALL THAT ARE APPLICABLE) Basket Raffle (Tricky Tray), 50/50 Raffle, and Silent Auction to generate additional event revenue. The Consultant will engage an Auction and "NFL Store" provider on consignment terms. The Client will also solicit additional fully donated auction items to be included in the Auction of which_50% of the net proceeds will be applied to the overall event net revenue. The consultant will also engage, if requested, a photographer to take photographs/video for sale at game. (Please Advise) if your organization will be including this option, the net proceeds will be applied to the event net revenue. (Please Advise)
The net revenue of the event will be split evenly (50%/50%) between the Client and the Consultant. The Client will process and hold all revenue and expenses for the event. The Client will provide the Consultant with the Consultant's share of the income along with an income/expense report within 7 day of the conclusion of the event, payable to Dreams for Kids,In. (EIN # 47-1961447)

With regard to the services to be performed by the Consultant pursuant to this Agreement, the Consultant and its representatives shall not be liable to the Client, or to anyone who may claim any right due to his or her relationship with the Client, for any acts or omissions in the performance of said services on the part of the Consultant except when said acts or omissions of consulting are due to willful misconduct. The client shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Client