

COMMERCIAL FUNDRAISING ADDENDUM/MODIFICATION OF INDEPENDENT CONTRACTOR AGREEMENT

Dated _____ between CCLA and _____
(Contractor)

A commercial fundraiser for charitable purposes is defined as any individual, corporation, unincorporated association or other legal entity who for compensation does any of the following:

- Solicits funds, assets, or property in California for charitable purposes,
- As a result of a solicitation of funds, assets, or property in this state for charitable purposes, receives or controls the funds, assets, or property solicited for charitable purposes
- Employs, procures, or engages any compensated person to solicit, receive, or control funds, assets, or property for charitable purposes.

1. Cancellation of Agreement.

(a) CCLA shall have the right to cancel Agreement without cost, penalty or liability for a period of ten days following the date of execution, by serving a written notice of cancellation on CONTRACTOR. If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five calendar days from the date of mailing. The notice shall be sufficient if it indicates that CCLA does not intend to be bound by Agreement.

Any funds collected after effective notice that Agreement has been canceled shall be deemed to be held in trust for the benefit of CCLA without any deduction for costs or expenses. CCLA shall be entitled to recover all funds collected after the effective date of cancellation.

(b) Following the initial ten (10) day cancellation period, CCLA reserves the right to terminate this Agreement, by giving thirty days written notice to CONTRACTOR. If mailed, service of the notice of termination shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five calendar days from the date of mailing. In the event of termination under this subsection, CCLA shall be liable for services provided by CONTRACTOR up to 30 days after the effective service of the notice.

(c) Following the initial ten (10) day cancellation period, CCLA reserves the right to terminate this Agreement, without payment or compensation of any kind to CONTRACTOR, at any time upon written notice to CONTRACTOR, if CONTRACTOR or its agents, employees or representatives

(i) make any material misrepresentations in the course of solicitations or with respect to CCLA or other material matters subject to this Agreement;

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(ii) are found by CCLA to have been convicted of a crime arising from the conduct of a charitable solicitation punishable as a misdemeanor or a felony;

(iii) otherwise conducts its fundraising activities in a manner that causes or could cause public disparagement of CCLA's good name or goodwill; or

(iv) discloses confidential information in violation of this Agreement. Confidential information does not include the percentage of total fundraising expenses of the fundraiser which can be disclosed, but only upon receiving a written or oral request from a person solicited for a contribution for a charitable purpose, pursuant to Govt. Code section 12599(j).

(d) Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party which continues without cure for thirty (30) or more days following the giving of written notice of such breach to the breaching party.

2. Description of respective obligations of fundraiser and charitable organization.

In connection with CONTRACTOR's fundraising activities on behalf of CCLA, CONTRACTOR shall have the right to use CCLA's good name and good will. CCLA shall cooperate with CONTRACTOR for the purpose of soliciting donations [*here include statement of charitable purpose for which solicitation campaign, event or service is being conducted [Govt. Code sec. 12599(i)(2) and 12599.1(f)(2)] and method of solicitation, e.g. telemarketing, direct mail, events*]. The first solicitation campaign, fundraising event, or service under this contract shall occur on_____.

[Here, set forth a detailed schedule of fundraising activities, e.g. number of mailings, telephone campaigns, events].

The schedule of fundraising activities may be changed by mutual agreement.

3. Regulatory requirements.

This Agreement is subject to the issuance of all necessary governmental permits, registrations and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulation over such activities. CONTRACTOR shall not commence fundraising activities until compliance with all required permits, registrations and approvals.

Registry of Charitable Trust Registration #: _____

Name of Surety Issuing Bond _____

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Aggregate Amount of Bond _____

Bond Number _____

Effective Date _____

Termination Date _____

4. Description of fundraising methods

(a) CONTRACTOR shall comply with all applicable laws and regulations of the State of California in the conduct of its business and its fundraising activities on behalf of CCLA.

(b) In connection with all sales and solicitation activities, CONTRACTOR, its agents, servants, representatives and employees shall not misrepresent CCLA's name and activities in any way. CCLA will provide CONTRACTOR with a description of its organization and its activities which may be used in connection with sales and solicitations.

(c) CONTRACTOR, its agents, servants, representatives and employees shall, in connection with all sales and solicitations clearly state that they represent CCLA in connection with fundraising activities on its behalf.

(d) All sales or solicitation activity undertaken by CONTRACTOR pursuant to the terms of this Agreement shall be performed by CONTRACTOR, its agents, servants, representatives and employees by letter, personal contact or telephone.

(e) CONTRACTOR shall provide all proposed solicitation materials to CCLA for review prior to use and shall not use said materials without the express written consent of CCLA, through its Executive Director, which consent may be withheld at CCLA's sole discretion.

(f) CCLA shall exercise control and approval over the content and frequency of any solicitation. [Govt. Code sections 12599(i)(8) and 12599.1(f)(7)] CCLA shall monitor the solicitation efforts made by CONTRACTOR and reserves the right to direct, instruct and otherwise limit CONTRACTOR's solicitation services for the purpose of preserving and protecting CCLA's good name.

(g) CONTRACTOR shall record all solicitation calls made to California residents and shall maintain these recordings for a period no less than one (1) year. CCLA

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shall have access to all such recordings as well as access to monitoring or observing solicitation calling.

(g) (cont.) According to Penal Code sec. 632, it is unlawful in California to tape telephone conversations without consent; therefore, if recording, calls must begin with an announcement that the call is being recorded, (e.g., for quality control purposes.)

(h) CONTRACTOR shall provide CCLA at least every three (3) months with a list of all donors including a contribution history for each donor in a format to be reasonably designated from time to time by CCLA. Such contributor, donor and customer list shall at all times remain the property of CCLA and shall constitute confidential information which will be preserved and protected by CONTRACTOR in accordance with the terms of this Agreement. At no time shall CONTRACTOR have the right to sell or otherwise negotiate the contents of the list.

(i) If at any time contractor proposes to make any payment in cash or in kind to any person or legal entity to secure any person's attendance at, or sponsorship, approval, or endorsement of, a fundraising event, the maximum dollar amount of those payments shall not exceed \$_____.
{See Govt Code sec. 12599(i)(9).}

5. Control of funds.

Each contribution in the control or custody of CONTRACTOR shall, in its entirety and within five working days of its receipt:

(1) be deposited in an account at a bank or other federally insured financial institution that is solely in the name of CCLA and over which CCLA has sole control over withdrawals; or

(2) be delivered to CCLA in person, by U.S. express mail, or by another method of overnight delivery.

7. Compensation of fundraiser

(a) The payment of CONTRACTOR's professional service fee is not contingent upon the full objective being secured, nor is the fee increased in the event the objective is oversubscribed.

(b) CONTRACTOR will prepare and submit a campaign operating budget for approval by CCLA prior to beginning any solicitation campaign, event or service under this contract.

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(c) If contractor is to be paid a fixed fee, a statement of the fee to be paid to contractor and a good faith estimate of what percentage the fee will constitute of the total contributions received are \$_____ and %_____.

Contractor's assumptions upon which the estimate is based and the stated assumptions based on all the relevant facts known to the contractor regarding the solicitation to be conducted by the contractor are as follows:

[Per Govt. Code sec. 12599(i)(4)]

(d) No percentage fee is to be paid to the contractor.

(e) A detailed schedule of payments to include allowable expenses (as needed) is as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Agreement cited above effective as of the date above written.

By

Contractor

By

Regional Director or CAO
Catholic Charities of Los Angeles, Inc.

By

Director of Resource Development
Catholic Charities of Los Angeles, Inc.

By

Executive Director
Catholic Charities of Los Angeles, Inc.