

## SHOE DRIVE AGREEMENT – Mini Drive

MM-171592

FUNDS2ORGS, LLC AND RANDALL K COOPER HIGH SCHOOL GIRLS BASKETBALL

EIN # 61-6001252

This Shoe Drive Agreement ("SDA") is entered this November 7, 2017, by and between FUNDS2ORGS, LLC, a Florida limited liability company, whose address is 1080 Woodcock Rd., Ste. 151, Orlando, FL 32803 ("F2O"), and Randall K. Cooper High School, a Kentucky educational institution, for Randall K Cooper High School Girls Basketball, whose address is 2855 Longbranch Rd., Union, KY 41091 ("RKCHS").

WHEREAS, F2O is a BRANDING "social enterprise" company that facilitates the branding, fundraising and related support services to move through microenterprise organizations around the world through its "fundraising" strategies;

WHEREAS, F2O wishes to purchase gently worn, used and new shoes collected from shoe drives and other collection efforts that will consist of gently worn, used and new shoes unsorted from the fundraiser events that F2O executes; and

WHEREAS, RKCHS and F2O wish to engage in a strategic affiliation during which F2O will coordinate fundraising events to collect gently worn, used and new shoes, unsorted from various churches, schools, nonprofits and other organizations in the US.

NOW, THEREFORE, in accordance with the foregoing, the parties agree as follows:

- 1) Term: This SDA shall begin on December 1, 2017 and remain in effect 60 days.
- 2) F2O agrees to:
  - Work with RKCHS on planning the gently worn, used and new shoe drive.
  - Pay RKCHS \$.40 per pound for gently worn, used and new shoes collected within 48 hours of receipt. Check will be payable to **Randall K Cooper High School**.
  - F2O to provide a starter kit with 100 clear bags (33 gallons, 1.2 M) and 2500 rubber bands at no cost.
  - Provide transportation for the gently worn, used and new shoes by logistic partner; if under 2,500lbs then RKCHS shall have a fee of \$250.00 deducted from the proceeds of the drive. At 2,500 lbs. cumulative this fee shall be waived. Best efforts will be made to pick up no later than 30-45 days after end date.
- 3) RKCHS agrees to:
  - Promote the shoe drive utilizing RKCHS brand and benefit for their organization via collecting gently worn, used and new shoes.
  - Collect gently worn, used and new shoes and place them in clear bags (33 gallons, 1.2 M) tied or rubber banded together. All gently worn, used and new shoes must be stored in a dry facility.
  - **We do not accept wet, damaged (holes in toes, soles falling off, etc.) or worn out shoes. It is imperative that the product that is collected is reviewed and that only gently worn, used and new shoes are part of your fundraiser. Funds2Orgs has the right to refuse any collected shoes containing any violations of the above.**
  - Communicate with fundraising coach weekly to update on how many bags of 25 pairs are on hand.
  - Consolidate the collected gently worn, used and new shoes to a central location to minimize the freight expenses.
  - Pick up location must be accessible by a 26 ft. straight truck.
  - RKCHS will provide volunteers to help load bags into truck at time of pick up.
  - Collect an average of 100 bags gently worn, used and new shoes with an average of 25 pairs per bag equaling 2,500 lbs.
- 4) Targeted Fundraising Amounts

F2O and RKCHS agree that the target amount to be obtained by RKCHS in the drive is \$1,000.00 and delivered to RKCHS.

5) Relationship of Parties. Through this SDA, the parties intend to create only an affiliation with one another for the specific and limited purpose described. Each party will act independently and without supervision from the other. Nothing in this SDA is intended to create a partnership, agency, or employer/employee relationship. Each party will be responsible for their own liabilities and will hold the other party harmless from any claims of injury, loss or damage resulting from the activities described in this SDA.

6) Entire Agreement. This SDA and the recitals hereto and all exhibits and schedules hereto contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written or oral agreements of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this SDA will not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights. Upon execution via fax, any modifications or additions to the above SDA will be done with the mutual consent of both parties.

7) Attorney's Fees. The prevailing party in any action taken to enforce such party's rights under this SDA shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

8) Confidentiality. The terms and conditions other than the existence and duration of this SDA shall be kept strictly confidential by the parties hereto and shall not be disclosed by either party to any third party except: (i) as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the disclosing party shall notify the other party before disclosing the SDA and shall seek confidential treatment of such terms and conditions); (ii) as part of the normal reporting or review procedure to a party's accountants, auditors, agents, legal counsel, and employees of partners, parent and subsidiary companies, provided such accountants, auditors, agents, legal counsel, and employees of partners, parent and subsidiary companies agree to be bound by this confidentiality provision; (iii) to enforce any of a party's rights pursuant to this SDA; and (iv) with the prior written consent of the other party.

9) Jurisdiction. THIS SDA WILL BE DEEMED TO HAVE BEEN MADE IN ORANGE COUNTY, FLORIDA. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO WILL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, REGARDLESS OF ANY CONFLICT OF LAW RULES. EACH OF THE PARTIES AGREES THAT ANY AND ALL ACTIONS AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS SDA WILL BE LITIGATED IN COURTS HAVING JURISDICTION IN ORANGE COUNTY, FLORIDA. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION OF AND AGREES THAT VENUE IS EXCLUSIVELY PLACED IN ANY COMPETENT COURT LOCATED WITHIN ORANGE COUNTY, FLORIDA.

10) Notices. All notices, requests, consents and other communications under this SDA sent to F2O will be in writing, addressed to the address of F2O address appearing on the first paragraph of this SDA or to another address as F2O may designate in a notice; and will sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications under this SDA sent to RKCHS will be in writing, addressed to RKCHS at the address written below. All notices, requests, consents and other communications under this SDA will be deemed to have been given (a) if made by email or facsimile, at the time that receipt thereof has been personally acknowledged in writing by the receiving party; (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (c) if sent by registered mail, on the fifth business day following the day such mailing is made.

IN WITNESS WHEREOF, this SDA has been executed as of the day and year first written above.

"F2O"  
FUNDS2ORGS, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Judith Camacho, VP Finance & Compliance

"RKCHS"  
RANDALL K COOPER HIGH SCHOOL  
2855 Longbranch Rd., Union, KY 41091

By: Michael Wilson  
Michael Wilson, Principal

Date Signed: 11/20/17