**Fund Raising Agreement**

THIS CONSULTANT'S AGREEMENT, effective on the date that both parties have executed it, is between <\*\*name\*\*>> ("Corporation") and <<\*\*name\*\*>> ("Consultant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. RETAINER. The Corporation shall employ the Consultant, and the Consultant shall serve the Corporation upon the terms and conditions hereinafter set forth.

2. DUTIES. During the Term the Consultant shall serve the Corporation by helping it to solicit foundation grants, government contracts that provide funding and charitable contributions ("Grant" or "Grants") for the benefit of the Corporation that can be used for the following purposes: general administrative support; existing programs; and new programs and purposes as are specified from time to time by the officers and board of directors. The Consultant shall endeavor to advise the Corporation of funding opportunities and availability.

The Consultant's duties shall include preparing grant applications and making presentations to potential funders. The Consultant shall give notice to the Corporation prior to soliciting funds from a prospective funder. No solicitation shall be made without the Corporation's prior approval. The Corporation shall make good faith and reasonable efforts to promptly provide to the Consultant any and all documentation reasonable requested to support the preparation of a proposed solicitation.

3. TERM: This Agreement shall become effective on the earliest date that both parties have executed it below through their signature or the signature of their respective duly authorized agents. Either party may terminate this agreement at any time by providing written notice to the other (in the event of such a termination on the part of the Corporation the Consultant shall be entitled to compensation under paragraph 5, below, for any grant funds obtained for the Corporation as a direct result of the Consultant's efforts).

4. TIME REQUIREMENTS. The Consultant shall devote sufficient time, energy, and skill to his employment hereunder so as to reasonably carry out his duties and shall periodically, or at any time upon the request of the Corporation, submit data as to the time performed.

5. COMPENSATION. The Corporation shall pay the Consultant a percentage of each Grant actually awarded to the Corporation as a direct result of the Consultant's efforts. The amount of the payment for each Grant shall be calculated on a tiered scale based on the size of the Grant as follows.

- Tier 1: $0 - $10,000 = 5%

- Tier 2: $10,001 - $50,000 = 3%

- Tier 3: $50,001 and up = 1%

Payments shall be made out of the Grant funds received. All payments to the Consultant shall be made in manner that is consistent with the terms of the Grant. No funds shall be paid to the Consultant when such payment would result in a violation of the Corporation's agreement with the funder in question. Consultant shall submit an invoice to the Corporation after a Grant has been finalized. Payment shall be due within 30 days after Corporation's actual receipt of funds from the Grant sufficient to pay the fee. The Corporation agrees to make diligent efforts to all documentation required by the funder to support a the payment request. Consultant, knowing that payment of the fee will come out of Grant funds, shall only solicit Grants from funders that will allow the payment of the Consultant's fees under the terms of the eventual Grant.

6. INDEMNIFICATION AND HOLD HARMLESS PROVISION. The Corporation agrees hereby to indemnify and hold harmless the Consultant from any and all claims which may arise out of and in the course of the performance of the duties hereunder except for claims that are the result of the Consultant's own negligence. Similarly, the Consultant agrees to indemnify and hold harmless the Corporation from any and all claims which may arise out of and in the course of the performance of the duties hereunder except for claims that are the result of the Corporation's own negligence.

7. RELATIONSHIP BETWEEN PARTIES. The Consultant is employed by the Corporation only for the purposes and to the extent set forth in this Agreement, and his relation to the Corporation shall, during the period or periods of his employment and services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of such portion of his entire time, energy, and skill during regular business hours as he is not obligated to devote hereunder to the Corporation in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable. The Consultant shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Corporation pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for their regular employees.

8. PROFESSIONAL RESPONSIBILITY. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Consultant in accordance with his independent and professional judgment. The Consultant shall perform his services in a good faith and in a reasonable manner and in accordance with generally accepted fund raising practices.

9. ENTIRE AGREEMENT. within Agreement shall be construed in accordance with Florida law and shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and have either directly executed this Agreement or have caused it to be executed in their names by a duly authorized agent.

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| **<\*\*name\*\*>>**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  <\*\*name\*\*>> , President  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  <\*\*name\*\*>>  Date: \_\_\_\_\_\_\_\_\_\_\_\_ |