

VIDEO RAFFLE PROGRAM ENROLLMENT PACKET

Please FAX or scan and email the completed forms to:



CHARITABLE MANAGEMENT AND CAPITAL GROUP, LLC.
HELPING CHARITIES THROUGH INNOVATIVE TECHNOLOGY

FAX: (614) 392-2841
Email: ccriger@cmcg.us

ITEMS TO NOTE WHEN COMPLETING THE VIDEO RAFFLE FUNDRAISING CONTRACT FOR THE OHIO RAFFLE PROGRAM

Effective Date listed in paragraph 1 on page 1 - this date has to be on or after December 1, 2016. Any contract with a date listed prior to December 1, 2016 will be returned and we will ask for a new contract with the correct date, which will delay Software and System Licensing.

Section H - Notices - this section must be completed in its entirety or the contract will be returned, which will delay Software and System Licensing.



Please note that failure to file a contract which is NOT complete and accurate will result in an updated contract being required AND a delay in Software and System Licensing for your organization.

VIDEO RAFFLE FUNDRAISING CONTRACT WITH THE OHIO VETERANS AND FRATERNAL CHARITABLE COALITION (OFVCC)

This Video Raffle Fundraising Contract is entered into between _____
_____ (OVFCC member location, hereinafter referred to as "Fundraiser") and
_____ Ohio AMVETS Charities (OAC) _____ (hereinafter referred to as "Charity") and is effective this
day _____ of _____, 20____ through _____, 20____ unless terminated by
either party in accordance with Section E.

Fundraiser desires to conduct video raffles at:

(Name Location is known by, if any)

(Street Address of Location)

(County)

(City, State and Zip Code of Location)

(hereinafter referred to as "Location") which is owned or leased by Fundraiser which serves as Fundraiser's post or auxiliary unit of a national veteran's association or as Fundraiser's branch, lodge or chapter of a national or state fraternal organization, or as Fundraiser's own premises if Fundraiser is a sporting organization.

The purpose of this Contract is to allow Fundraiser to raise money for Charity, so that Charity may use said funds for the charitable purposes of Charity in accordance with Chapter 2915 of the Ohio Revised Code.

A. Representations and Warranties.

(1) Charity represents and warrants that it is a public charity described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code (not a private foundation) and is either a governmental unit or an organization that maintains its principal place of business in Ohio, that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code. Charity further represents and warrants that it is in good standing in accordance with any rules promulgated by the OVFCC pursuant to Section 2915.08(J) of the Ohio Revised Code.

(2) Fundraiser desires to raise money for Charity through the conduct of video raffles at the Location. Fundraiser warrants and represents that neither it nor any of its officers, agents or employees who will assist in conducting video raffles have been convicted of any gambling offense or felony in any jurisdiction. Fundraiser further represents and warrants that no distributors that have been licensed pursuant to Section 2915.081 of the Ohio Revised Code have any direct or indirect ownership interest in the premises that constitute the Location.

(3) Fundraiser is a veteran's, fraternal, or sporting organization as defined in Sections 2915.01(J), (L), or (YY) of the Ohio Revised Code (hereinafter referred to as a "veteran's, fraternal, or sporting organization") that intends to conduct video raffles pursuant to Sections 2915.101 and 2915.13 of the Ohio Revised Code. Fundraiser warrants and represents that it is eligible to conduct video raffles and meets the definitions set forth in Section 2915.01 (J), Section 2915.01(L), or Section 2915.01 (YY) of the Ohio Revised Code.

B. Obligations of Charity

(1) Charity will comply with the requirements of Chapter 2915 of the Ohio Revised Code, and any rules adopted by the OVFCC pursuant to said Chapter.

(2) Charity will comply with the requirements of Chapter 1716 of the Ohio Revised Code (relating to registration and requirements for charitable solicitations), and any rules adopted by the OVFCC pursuant to said Chapter.

(3) Charity will comply with the requirements of Section 109.23 et seq. of the Ohio Revised Code (relating to registration and requirements for charitable trusts), and any rules adopted by the OVFCC pursuant to said Sections.

(4) Charity will cooperate with Fundraiser in providing any information necessary for Fundraiser to obtain a license to conduct video raffles at the location from the OVFCC. Charity understands that submitting any false information relating to the issuance of a license to conduct video raffles to the OVFCC may be grounds for revocation of a location's Software and System License and immediate termination of video raffle systems and removal of video raffle terminals.

(5) Charity will assist Fundraiser in maintaining the records required under Section 2915.10 of the Ohio Revised Code for at least three years from the date on which the video raffles game is conducted. If any records are accumulated at Charity's place(s) of business other than those related to the recipients of the net profit of video raffles, Charity will compile the required records and promptly transmit those records to Fundraiser.

C. Obligations of Fundraiser.

(1) Fundraiser will comply with the requirements of Chapter 2915 of the Ohio Revised Code., and any rules adopted by the OVFCC pursuant to said Chapter.

(2) Fundraiser will comply with the requirements of Chapter 1716 of the Ohio Revised Code (relating to registration and requirements for charitable solicitations), and any rules adopted by the OVFCC pursuant to said Chapter.

(3) Fundraiser will obtain Software and System Licensing to conduct video raffles at the Location from the OVFCC. Fundraiser understands that submitting any false information to the OVFCC relating to the issuance of a Video Raffle Location Certificate may be grounds for revocation of a location's certificate and immediate termination of video raffle systems and removal of video raffle terminals.

(4) Fundraiser will display its Location Certificate, and the serial number of each video raffle terminals, conspicuously at the Location.

(5) Fundraiser will not sell any video raffle tickets to a person less than eighteen years of age.

(6) Fundraiser will not allow any person under the age of eighteen to work as a video raffle operator, including preparing, selling, or serving food and beverages at the Location during business hours.

(7) Fundraiser agrees that all agents, board members, officers or employees who perform work or labor at the Location will be advised of the terms of this Contract. Obtaining the signatures of such persons on copies of this Contract together with the written date on which said signature is affixed, and transmitting a true and authentic copy of such signed, dated copies to Charity prior to the commencement of any such work or labor by said agents, board members, officers or employees will satisfy the requirements of this paragraph.

(8) Fundraiser will not purchase, lease or use any slot machine.

(9) Fundraiser will maintain the records required under section 2915.10 of the Ohio Revised Code for at least three years from the date on which the video raffle is conducted, as follows:

(a) An itemized list of the gross receipts of each video raffle terminal by serial number;

- (b) A list of the total prizes awarded from each video raffle terminal by serial number, and the name, address and social security number of all persons who are winners of prizes of six hundred dollars or more in value;
- (c) An itemized list of the recipients of the net profit of video raffles, including the name and address of each recipient to whom the money is distributed, and
- (d) An itemized list of all expenses incurred at each game of video raffles conducted by Fundraiser, including the name of each person to whom the expenses are paid, and a receipt for all of the expenses.

Fundraiser will maintain the records identified in this Paragraph (C)(9) at its principal place of business in Ohio or at its headquarters in Ohio and will notify the OVFC of the location at which those records are kept.

(10) Fundraiser will deposit the gross profit from each video raffles game conducted at the Location into a checking account (hereinafter the "Video Raffle Account") devoted exclusively to Fundraiser's video raffles as defined in Section 2915.01(O)(2) of the Ohio Revised Code. Fundraiser will make all payments, or transfers to Fundraiser's general account pursuant to Ohio Administrative Code Section 109:1-4-11; for allowable expenses incurred in conducting the video raffles at the Location and payments to charitable recipients only by checks drawn on or electronic funds transfers from the Video Raffle Account.

(11) Fundraiser will distribute the proceeds from video raffles conducted pursuant to this Contract in accordance with the requirements of Chapter 2915 of the Ohio Revised Code.

(12) Fundraiser will distribute the proceeds from the conduct of video raffles at the Location, after deduction of only the amounts actually expended for the payment of prize awards and ordinary, necessary, and reasonable amounts expended for the lease of video raffle terminals and systems. A total of fifty per cent (50%) of the remaining proceeds (net profit) shall be distributed to the charity(ies) or Governmental Entity(ies) listed below:

Ohio AMVETS Charities (OAC)	Percentage Distribution
Charity	
Name of Other Organization/Government Entity	Percentage Distribution
Name of Other Organization/Government Entity	
Name of Other Organization/Government Entity	Percentage Distribution
Name of Other Organization/Government Entity	
Name of Other Organization/Government Entity	Percentage Distribution
Name of Other Organization/Government Entity	

(If checked, Additional Organizations/Government Entities and the Percentage Distribution to each are identified on a separate list attached hereto.)

Total Distribution to Charity(ies)/ Governmental Entity(ies) Fifty Per Cent (50%)
 (must total at least Fifty Percent)

D. Acknowledgements of the Parties.

(1) Charity acknowledges that its charitable purpose meets the definition set forth in Section 2915:01(V) of the Ohio Revised Code, and it is under an obligation to promptly report to the OVFCC any conduct by Fundraiser or its agents, board members, officers or employees that violates Chapter 2915 of the Ohio Revised Code.

(2) Fundraiser acknowledges that the Charity's purpose meets the definition set forth in Section 2915.01(V) of the Ohio Revised Code, and the Charity is under an obligation to promptly report to the OVFCC any conduct by Fundraiser or its agents, board members, officers or employees that violates Chapter 2915 of the Ohio Revised Code.

(3) Fundraiser understands and acknowledges that in performing the video raffles activities contemplated by this Contract, it and its agents, board members, officers and employees who perform such activities will be acting as agents of Charity and will hold fiduciary responsibilities to Charity and its charitable beneficiaries and purposes.

E. Termination.

(1) Either party may voluntarily terminate this contract upon 30 days prior notice for any reason whatsoever. Either party may immediately terminate this contract if the other party has breached any provisions of this contract. The following events shall be deemed to be a breach of the obligations hereunder provided, however, said list shall not be deemed to be all inclusive:

- (a) Any failure by the other party to timely perform its obligations hereunder,
- (b) The other party shall cease doing business, file for protection under any state or federal bankruptcy or similar laws, make an assignment for the benefit of its creditors, or a receiver, trustee, liquidator or conservator has been appointed over that party.

(2) In the event of any early termination of this Contract, Fundraiser shall promptly notify the OVFCC that the Contract has been terminated.

F. Miscellaneous.

This document constitutes the entire agreement between the parties. Neither party may modify or amend the terms of this contract. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto. This Contract shall be construed under and in accordance with the laws of the State of Ohio.

G. Duration.

This contract is effective for the period indicated above, after execution by all signatories hereto, and shall continue in effect for the duration of the period indicated above unless terminated by either party.

H. Notices.

Any notice required to be given under this contract shall either be hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, addressed to a party at its address below or such other address as said party shall designate in writing sent in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Video Raffle Fundraising Contract to become effective as of the day and year first written above.

Ohio AMVETS Charities (OAC)
Name of Charity

Name of Fundraiser

By: _____
(Signature)

(Signature)

Typed Name of Signatory

Typed Name of Signatory

Title of Signatory

Title of Signatory

1395 E. Dublin Granville Road

Suite 222A

Columbus, OH 43229

Address of Charity

Address of Fundraiser

46-1000179

Tax I.D. #

Tax I.D. #

Dated

Dated

License and Operating Agreement

This License and Operating Agreement ("Agreement") is entered into this _____ day of _____, 20____ by and between Charitable Management and Capital Group, LLC, ("CMCG"), the Ohio Veterans and Fraternal Coalition ("Coalition"), and _____ ("Customer") with primary offices located at _____.

WHEREAS, CMCG is in the business of developing, distributing and operating video raffle terminals and systems, video pull-tab terminals and systems, electronic bingo games and Class II and Class III games, as well as Systems utilized for the operation of these terminals and games;

WHEREAS, the Coalition has awarded CMCG a contract to provide video raffle terminals at all member's facilities. Under the express terms of the Exclusive Agreement between CMCG and the Coalition, CMCG agreed to provide Location Agreements for each of the Coalition's members, for their execution. The purpose of these agreements is to bind each member to the terms of the Exclusive Agreement CMCG and the Coalition;

WHEREAS, the Customer desires to utilize CMCG's proprietary promotional activities, business formats, methods, procedures, signs, equipment, standards, specifications, and specifically identified intellectual property;

WHEREAS, Customer desires for CMCG to grant Customer a Software License to utilize CMCG's Software at a Veteran or Fraternal location;

WHEREAS, Customer desires for CMCG to grant Customer a System License to utilize CMCG's Unified Back Office System and Video Raffle Report Management System ("System") at a Veteran or Fraternal location;

WHEREAS, CMCG is willing to grant Customer a Software and System License to utilize the Software on CMCG Equipment and the System at the Veteran or Fraternal Facility all as described below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Title:** CMCG retains title to the Software and equipment and no right, title or interest in the Software shall pass to Customer. Upon termination of this Agreement, CMCG may enter Customer's property and remove the Software, CMCG equipment, and System.
- 2) Software and System License:** CMCG hereby grants Customer a non-transferable, non-assignable, non-sublicenseable, right and license to utilize the Software equipment and System in connection with the Equipment at the Facility subject to the terms and conditions set forth in this Agreement. Any attempt by Customer to replicate or distribute the Software, including any associated media, printed materials and electronic documentation, including Software updates, add-on components, and other associated features is strictly prohibited and a cause for immediate termination of this Agreement in accordance with Paragraph 3 of this Agreement.

CMCG retains title to and ownership of the Software and System. No right, title, or interest in the Software or System shall pass to Customer and, upon termination of this Agreement; Customer is prohibited from further use of the Software and System.

- 3) Term:** The term of this Agreement shall be five (5) years from the first date that a video raffle is conducted within the location, subject to earlier termination in accordance with this Agreement, to install, maintain, and operate video raffle machines and the System identified in the Exclusive Agreement on its premises. Following the term hereof, this Agreement will automatically renew for an additional five (5) years unless Customer notifies of its intention to terminate and not renew the Agreement. This notification must be effected in writing and directed to CMCG's place of business by Certified Mail no later than 90 days prior to the end of the term of the agreement.

CMCG has the right to terminate this Agreement, including the Software and System Licenses contained herein, effective upon delivery of written notice of termination to Customer pursuant to this Agreement if:

- a) Customer has made any material misrepresentation or omission in connection with this Agreement.
- b) Customer fails to operate the Video raffle terminals for five (5) or more consecutive business days unless the location is closed for purposes previously disclosed to and approved by CMCG or because of casualty or government order; Customer surrenders or transfers the operation of the Equipment at the location utilizing software without CMCG's prior written consent; Customer makes any unauthorized use or disclosure of any Confidential Information as defined below in violation of this Agreement; Customer makes any unauthorized use of the Equipment, the Software or the licensed marks as a part of a website domain, electronic address, and any other manner; or Customer challenges or seeks to challenge the validity of the marks.
- c) Customer fails to make payments in any amounts due to CMCG and does not correct such failure within ten (10) days after written notice of such failure is delivered to Customer.
- d) The operating profit falls below \$300/terminal/week for a period of four (4) consecutive weeks.
- e) Customer has the right to terminate this Agreement in the event that any court having jurisdiction over Customer rules that Customer is not legally entitled to conduct video raffle utilizing the Software and Equipment. Should Customer receive notice of any threatened adverse legal action, it may, in its own discretion, cease operations of the video raffle terminals and provide immediate notice to CMCG of the same. If Customer believes it is compelled to cease operations of video raffle terminals utilizing the Software and Equipment, CMCG shall have the right to immediately receive possession of Equipment owned by CMCG.
- f) In the event of termination of this Agreement, regardless of the reason, Customer shall immediately pay all monies owed to CMCG.

4) Payment: Customer shall collect the proceeds of the video raffle and deposit them in a separately maintained bank account labeled “**Video Raffle Account**”.

- a) Customer agrees to pay CMCG immediately upon receipt of a weekly invoice through ACH electronic funds transfer only. Each one (1) week period shall end at 6 a.m. each Monday.
- b) Customer agrees to pay the following to CMCG on a weekly basis:
 - i) *For the Management of the Software and terminal equipment*, Customer agrees to pay to CMCG a license fee of fifty (50%) of the Gross Profit. "Gross profit" means all profit derived from all sales of raffle tickets at the Facility utilizing video raffle management software after all video raffle winnings have been paid.

Customer is the sponsor of the video raffle and will comply with all local laws and regulations. Customer understands that his compensation is not the responsibility of the CMCG or any third party providing hardware, any compensation the Customer sponsoring a video raffle received is directly commensurate with the amount of participation in the video raffle. The Customer shall be responsible for payment of all video raffle prizes.

- ii) In the event that a governmental entity levies, or causes to be levied, any tax, assessment, or fee on the placement of video raffle terminals or the revenues generated from video raffle terminals; then these taxes, fees and/or assessments shall be paid by the Customer and not CMCG or the Coalition.
- iii) Notwithstanding any designation Customer might make, CMCG has sole discretion to apply any of Customer's payments to any of Customer's past due indebtedness to CMCG. Customer acknowledges and agrees that CMCG has the right to set off any amounts that Customer owes CMCG against any amounts CMCG might owe Customer.

- 5) **Signs:** Customer agrees to place or display at the Facility (interior and exterior) only such signs, emblems, lettering, logos and display materials that CMCG approves during the term of this agreement.
- 6) **Charity:** Prior to granting Customer a Software and System License, Customer must provide CMCG with a copy of its Video Raffle Fundraising Contract between the Customer and its Charity(s).
- 7) **Non-Competition:** Customer hereby agrees not to operate any other video raffle software in the Facility, and agrees not to engage in any other business or activity that conflicts with its obligation to operate any Facility that utilizes CMCG video raffle terminals, software, or system in compliance with this Agreement.
- 8) **Compliance with Law:** Customer shall comply with, and shall not be in violation of, any applicable statutes, laws, ordinances, rules, regulations, or other governmental orders which affect the performance by Customer under this Agreement and its conduction of the video raffle. Customer agrees that no illegal activities will be conducted on premises of the Facility.
- 9) **Inspection/Audit:** CMCG shall have the right to access the Facility to inspect the Equipment and audit Customer's accounting and sales records without advance notice to Customer, and Customer agrees to assist with and facilitate the inspection and/or audit process.
- 10) **Independent Contractors:** The parties hereto understand and agree that this Agreement does not create a fiduciary relationship between them, that the parties are and will be independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner or employee of the other for any purpose. Customer agrees to conspicuously identify itself in all dealings with customers, suppliers, public officials, Facility personnel, and others as the owner of the Facility under a license CMCG has granted, and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as CMCG requires from time to time.
- 11) **Indemnification:** Customer agrees to indemnify, defend and hold harmless CMCG, CMCG's subsidiaries, and their respective shareholders, directors, officers, employees, agents, successors and assignees (collectively, the "Indemnified Parties") against and to reimburse any one or more of the Indemnified Parties for all claims, any and all taxes described in section 4 of this Agreement and any and all claims and liabilities directly or indirectly arising out of the operation of the Facility or Customer's breach of this Agreement. For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential, exemplary or other) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. CMCG has the right to defend any such claim against it. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Under no circumstances will CMCG or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise mitigate CMCG's, any Indemnified Party's, or Customer's losses and expenses in order to maintain and recover fully a claim against Customer. Customer agrees that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts CMCG or another Indemnified Party may recover from Customer.

Notwithstanding the foregoing, Customer's indemnification obligation under this Paragraph 11 shall not extend to claims arising from proprietary products and proprietary equipment (including without limitation the Equipment) manufactured by CMCG and provided by CMCG to Customer, provided that such products and equipment are used in accordance with the standard operating procedures and all applicable manuals and instructions provided to Customer from time to time.

- 12) **Costs And Attorneys' Fees:** If CMCG incurs expenses in connection with Customer's failure to pay when due amounts owed to CMCG, submit when due any reports, information or supporting records, or otherwise comply with this Agreement, Customer agrees to reimburse CMCG for any of the costs and expenses which CMCG incurs, including, without limitation, accounting, attorneys', arbitrators' and related fees.

13) Customer May Not Withhold Payments Due To CMCG: Customer agrees that CMCG will not withhold payment of any amounts owed to CMCG on the grounds of CMCG's alleged nonperformance of any of our obligations hereunder.

14) Governing Law: This Agreement shall be governed by and interpreted under the laws of the state of Ohio, without reference to conflict of laws principles.

15) Injunctive Relief: Notwithstanding Section 15 of this Agreement, Customer acknowledges and agrees that a breach by Customer of the provisions of this Agreement would cause CMCG to suffer immediate and irreparable injury, and in the event of such breach or threatened breach, CMCG shall be entitled to injunctive relief from any Court of competent jurisdiction including but not limited to, obtaining the return of its equipment and software and other and the cessation of use of its marks and other intellectual property. Nothing herein shall be construed, however, as prohibiting CMCG from pursuing any other remedy at law or in equity which it may have for any such breach, including the recovery of monetary damages.

16) Jurisdiction and Venue: Except as provided in Sections 14 and 17(c) of this Agreement, each party hereto consents to the jurisdiction of Franklin County, Ohio for purposes of any action brought under or as the result of a breach of this Agreement, and they each waive any objection thereto. The parties hereto each further consent and agree that the venue of any action brought under or as a result of a breach of this Agreement shall be proper in the above- named courts and they each waive any objection thereto.

17) Confidentiality:

- a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all confidential and proprietary information developed by and emanating from CMCG, whether disclosed by CMCG before or after execution of this Agreement, whether written, verbal, visual, or otherwise, including, but not limited to, information relating to Software, video raffle themes and configurations, business formats, methods, procedures, Equipment, standards and specifications, operating manuals, product and equipment suppliers, product designs, computer information and databases, technical information, research and development efforts, business plans, business arrangements, business procedures, financial information and estimates, customer information, marketing information, sales information, sales techniques, market research, product testing, and long-term plans and goals; provided, however, that Confidential Information shall not include:
- i) Information which, as established by documentary evidence, was already in Customer's possession prior to the Effective Date hereof and was not acquired or obtained from CMCG;
 - ii) Information which, as established by documentary evidence, is or becomes generally available to the public, other than by a breach of this Agreement by Customer;
 - iii) Information which, as established by documentary evidence, is obtained on a non-confidential basis by Customer from a third party who
 - (1) is lawfully in possession of such information,
 - (2) is not subject to a legal, contractual or fiduciary obligation to CMCG with respect to such information, and
 - (3) did not receive such information directly or indirectly from CMCG;
 - iv) Information which, as established by documentary evidence, is developed by Customer independently of the Confidential Information disclosed by CMCG; and
 - v) Information which is released from obligations of confidentiality by the prior written consent of CMCG;

Notwithstanding the exceptions to Confidential Information set forth in i)- v) above, specific aspects or details of the Confidential Information shall not be deemed to be within the public domain or in the possession of Customer merely because the Confidential Information is embraced by general disclosures

in the public domain or by general disclosures known to Customer. In addition, any combination of the Confidential Information shall not be considered in the public domain or in the possession of Customer merely because individual elements thereof are in the public domain or known to Customer unless the combination and its principles are in the public domain or known to Customer.

- b) **Obligation.** Customer shall treat as confidential all Confidential Information of CMCG, shall not use such Confidential Information except for the purposes of this Agreement or as otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, duplication, misuse, or removal of CMCG's Confidential Information, and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of Customer under this Agreement and subject to confidentiality obligations at least as protective as those set forth in this Agreement. Without limiting the foregoing, Customer shall use at least the same procedures and degree of care that it uses to prevent the disclosure of its own Confidential Information to prevent the disclosure of Confidential Information disclosed to Customer by CMCG under this Agreement, but in no event less than reasonable care.
- c) **Remedies.** The parties hereto acknowledge and agree that the rights under this Agreement are of a specialized and unique character and that immediate and irreparable damage will result to CMCG if Customer fails or refuses to perform its obligations under this Paragraph 17 and, notwithstanding any election by CMCG to claim damages from Customer as a result of such failure or refusal, CMCG may, in addition to any other remedies and damages available, seek an injunction in a court of competent jurisdiction to restrain any such failure or refusal by Customer to perform or comply with its obligations hereunder.

18) Severability: If any court or regulatory agency or body determines, in a form and manner which renders such determination enforceable against any party to this Agreement, that any provision of this Agreement is void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this Agreement, and this Agreement shall, if reasonable, be construed and performed as if such void, invalid, unenforceable, or illegal provision had never been contained herein.

19) Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all other understandings and agreements, whether oral or in writing, if there be any, previously entered into by the parties with respect to such matter.

20) Notice: All notices required or permitted hereunder will be given in writing and will be deemed to have been given either: (i) upon personal delivery or confirmed facsimile transmission; (ii) one (1) day after deposit with a courier service for next day delivery; or (iii) five (5) days after deposit in the U.S. mail, registered mail-postage prepaid. In all cases, notices will be directed to the signatories below at the addresses and/or facsimile transmission numbers set forth at the beginning of this Agreement. Either party may change its address, facsimile number or contact person upon written notice to the other party in accordance with the terms of this Section.

(a) If to **Charitable Management and Capital Group, LLC:**

Attention: Chad Criger
3725 Corporate Drive
Columbus, OH 43231
Tel. No.: (614) 392-2545 Fax No.: (614) 392-2841

(b) If to **Customer:**

Name: _____
Address: _____
City, State: _____
Tel. No.: _____ Fax No.: _____

21) Headings: The paragraph headings are for convenience of reference only and shall not be considered terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Charitable Management and Capital Group, LLC.

By: _____ Date: ____/____/____

It's: _____

The Ohio Veterans and Fraternal Charitable Coalition:

By: _____ Date: ____/____/____

It's: _____

Customer:

By: _____ Date: ____/____/____

It's: _____



CHARITABLE MANAGEMENT AND CAPITAL GROUP, LLC.
HELPING CHARITIES THROUGH INNOVATIVE TECHNOLOGY



CHARITABLE MANAGEMENT AND CAPITAL GROUP, LLC.
HELPING CHARITIES THROUGH INNOVATIVE TECHNOLOGY

New Location Form

Complete this form and fax to (843) 863-9130

Location Name _____	
Street Address _____	
City, State, Zip _____	
Phone	_____
Internet /Broadband Provider	Cable or Phone Please circle one
Static IP Address	
True Live Date _____	Scheduled Install Date _____
Technician _____	
For Office Use Only	

***MANDATORY**

Billing Information

***Customer** _____ **Accounts Payable Contact** _____

***Billing Address** _____ **Phone** _____

***City, State, Zip** _____ **FAX#** _____

***Bill to Email** _____

Address cannot be a post office box. Address must be a physical shipping location

Additional Contacts or information

*Contact 1 _____	Contact 2 _____
Title _____	Title _____
Phone _____	Phone _____
Email _____	Email _____

ACH Authorization Form

CUSTOMER INFORMATION

Client Name: _____

(Please Print)

EIN#: _____

I hereby authorize **CMCG** to initiate debits / drafts to my checking / savings account.

I understand that, if necessary, an adjusting debit or credit entry may be made to correct an error. I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

ACCOUNT INFORMATION

Name of Bank: _____

City / State: _____

Bank Routing Number: _____

Account Name: _____

Account Number: _____

*This authority will remain in full force and effect until such time as **CMCG** has received written notification from me that the draft authorization has been revoked. It is further provided that written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.*

Signature of Account Owner: _____

Printed Name of Account Owner: _____

Date: _____

Please attach a voided check or banking institution provided ACH letter of confirmation of account number, routing number and account name.

*****For Office Use Only*****	
Received at Corporate: _____	By: _____
Sent To Accounting: _____	By: _____