

# **Destin Charity Wine Auction Foundation, Inc.**

## **CHARITY PARTNERSHIP AGREEMENT**

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, is between Destin Charity Wine Auction Foundation, Inc. (hereinafter referred to as "DCWAF") and \_\_\_\_\_ (hereinafter referred to as "Charity"). (The DCWAF and the Charity hereinafter referred to collectively as the "Parties.") The Charity agrees that the receipt and use of funds from DCWAF are subject to the following terms and conditions.

### **I. Use of Funds**

1. All funds received from DCWAF will be used as stated in Charity's written request for funds as approved by DCWAF. Any variance of use in excess of 1% of DCWAF funds provided or \$1,000, whichever is greater, must be submitted to DCWAF by the Charity and approved by DCWAF in writing or by email in advance.
2. DCWAF funds of \$10,000 or more not being actively used for approved projects shall be placed in an interest bearing account and any interest earned thereon shall be attributed by the Charity as a contribution of DCWAF.
3. Any funds which are unexpended after twenty-four (24) months of Charity's receipt from DCWAF shall be identified to DCWAF and returned to DCWAF upon DCWAF's request.

### **II. Reporting**

The Charity will provide DCWAF:

1. A brief (one page) quarterly update detailing the spending of DCWAF provided funds or any major changes affecting the partnership,
2. An annual update with information requested by DCWAF and a copy of Charity's latest annual report (if created), and annual financial budget/report, and
3. An annual renewed request to participate as a charity recipient if Charity wishes to continue participating in DCWAF program with intention of receiving future funds from DCWAF.

### **III. Volunteers**

1. The Charity will provide volunteers to assist with planning, preparation and execution of events undertaken by DCWAF as well as assist with other needs that may arise, such as office support during peak periods. Specific requests will be made by DCWAF prior to each event/need.
2. The Charity will provide the contact information of a charity representative who will serve as the Charity's point of contact for volunteer coordination for DCWAF's fiscal year. The Charity also will designate either the same person or another(s) as "Team Leader" for DCWAF's major events (Fall Wine Festival and Annual Auction). This person will be responsible for training and managing specific areas of event management.

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3. Completion of a "Responsible Vendor" class will be required for Charity Executive Director (or similar staff/board member), Volunteer Coordinator, Team Leader or other Charity representatives as deemed necessary by DCWAF.
4. If for any reason the Charity is unable to provide adequate volunteers as requested by DCWAF representatives for specific events, the charity will notify DCWAF's Event Manager as soon as possible.

### **IV. Annual Auction Procurement & Designation of Dollars Raised**

#### **1. Silent Auction**

- A. Each charity is to provide no less than ten (10) items, each with a value of no less than \$500 for DCWAF's Annual Auction (Silent or Almost Live). It is important to the success of the auction that we have a sufficient quantity of Silent and Almost Live auction items so the requirement is for ten separate items, as opposed to fewer items worth a combined total of \$5,000. An example of items that do well include fishing trips, stays at quality accommodations, wine, wine dinners, sports or music memorabilia, and golf (if it is an offer of multiple courses). Items that are not as successful include fitness classes, most artwork, makeovers, skin care products or accommodations at second tier properties.
- B. Charity should designate a person to lead its procurement efforts on behalf of DCWAF. This representative's information should be submitted to DCWAF, and he/she should be prepared to participate in group meetings, conference calls, etc. as scheduled in advance by the DCWAF team.
- C. Items should be submitted via an online donation form with all pertinent information, including description, donor, solicitor, charity responsible party, value, expiration date, etc. prior to January 16th. Actual items should be delivered with all documentation (original gift certificates, certificates of authenticity, etc.) to the DCWAF office no later than January 16. Items not received by this time may not be counted toward Charity's item procurement requirement.
- D. DCWAF will facilitate a series of meetings regarding auction procurement and Charity is encouraged to communicate any concerns or questions to DCWAF regarding solicitation, type and values of items. However, at times, DCWAF may determine that submitted items may not be able to be placed in the annual auction. In the event this happens, the Charity's procurement representative will be contacted and made aware of the situation, and DCWAF will work with the Charity to reach a mutually agreeable solution. Such solutions may include:
  - a) The Charity may reclaim the item and replace it in order to meet its quota.
  - b) The Charity may gift the item to DCWAF for use at a later time (e.g., Fall Wine Festival or other silent auction).

#### **2. Live Auction**

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- A. The Charity will deliver at least one (1) live auction lot of a minimum value of \$5,000. If the Charity has received more than \$100,000 in the past year or is requesting more than \$100,000 in the current year, Charity will make its best effort to provide two (2) such auction lots. Auction lots with all supporting documentation, description, and retail value should be delivered to the DCWAF offices by January 16, 2015.
- B. 75% of funds generated from Charity's first auction lot entered and sold during the Live Auction will be directed to the contributing Charity. Additional live auction lots contributed by the Charity will be designated at a rate of 50%. The lot with the highest sale amount will be considered the Charity's "first lot."

### **3. Patron Dinner Auction Lots**

Charities are eligible to receive designated funds through additional auction lots offered during Patron Dinners. The following applies to the dollars raised and the coordination of said lots:

- A. Items or lots auctioned during patron dinners must be coordinated in advance with a DCWAF staff representative, patron host, and charity representative. All items must be approved by DCWAF (trip, wine, etc.).
- B. "Paddle Raises" are not eligible for patron dinner auction lots.
- C. 75% of funds raised during patron dinners are able to be designated to a specific charity.
- D. Documentation and collection of funds raised during patron dinners is the responsibility of the patron host or DCWAF designated party and funds will be added to the patrons overall auction purchases following the Live Auction.
- E. Charity should not collect dollars on behalf of DCWAF at the patron dinner.

### **V. Sponsorships**

- 1. The Charity will use its best efforts to assist in acquiring sponsors for DCWAF.
- 2. Sponsors may direct up to 75% of funds donated to DCWAF to a DCWAF Beneficiary Charity of choice. Sponsors may also elect to split funds among various charities.

### **VI. Patron Dinners**

- 1. Each charity should make a concerted effort to sell patron dinner packages to individuals that are likely to actively participate in bidding at the auction.
- 2. If appropriate, Charity may be called on to provide a host and/or execute a Patron Dinner.

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3. Charity should make its Executive Director, President or Chairman available to provide a short presentation during a Patron Dinner. Presentation should include brief overview of Charity's mission and should highlight DCWAF's support of Charity and Charity's plan for use of DCWAF allotted funds. If needed, DCWAF representatives will assist Charity in preparing for this brief presentation. Patron Dinner assignments will be facilitated through the DCWAF Event Manager and/or President.
4. Patrons purchasing packages may designate up to \$1,300.00 of their package cost to the DCWAF Beneficiary Charity of their choice.

### **VII. Marketing & Media**

Charity will make every effort to accomplish the following:

1. DCWAF Beneficiary Charity Seal with hyperlink to DCWAF website will be placed on homepage of Charity's website.
2. DCWAF logo will appear on all marketing collateral including but not limited to print and electronic materials, press releases, programs, posters, newsletters, and email notifications disseminated by beneficiary Charity.
3. Charity is encouraged to promote DCWAF's events and encourage ticket sales to their Board of Directors and supporters. This might include social media outlets, email notifications, newsletters, word-of-mouth, etc.

### **VIII. Executive Director Participation**

In addition to assuring the Charity fulfills all the other terms of this Agreement, the Charity Executive Director will:

1. Attend and participate in two DCWAF Charity Relations Committee meetings annually with other Charity Executive Directors.
2. Make about one presentation per year to the DCWAF Board.
3. Be available for a visit by DCWAF Board members to the Charity once or more a year.
4. If asked, present at one fall Happy Hour to help recruit Patron Dinner attendees.

### **IX. General**

The Charity affirms that:

1. It is a 501(c)(3) organization under the IRS Code and that it has filed and will continue to file IRS form 990 in a timely manner and in accordance with IRS regulations and Charity will provide DCWAF a executed copy of same upon its filing.
2. It abides by the Americans with Disabilities Act, the Equal Employment Opportunity Act and any other applicable federal, state and local laws.

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**X. Term**

1. This Agreement begins on the effective date indicated above and will continue unless and until terminated by one of the Parties upon thirty (30) day written notice to the other Party.
2. Notwithstanding this termination clause, Clauses I, II and IX shall remain in effect until all funds provided by DCWAF have been expended by the Charity in accordance with this Agreement.

**ACCEPTED AND AGREED**

\_\_\_\_\_  
*Signature of Authorized Charity Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Name of Organization*

\_\_\_\_\_  
*John Russell, President of DCWAF*

\_\_\_\_\_  
*Date*