

Agreement
 Between
 Cars Helping Charities, Inc.,
 a Colorado Corporation
 And

(Charity name) _____

This document sets forth an Agreement by Cars Helping Charities, Inc. ("CHCI"), a Colorado Corporation, and _____ ("Charity"), a Nonprofit Organization/Corporation, with which is attached a copy of Charity's 501(c)(3) determination letter. The purpose of this Agreement is to set forth the terms and conditions under which CHCI and Charity shall solicit and accept the donation of vehicles for Charity, as requested by donor, which CHCI shall pickup and sell through an outlet it has arranged, and the division between the parties of the proceeds realized from such sale. Charity shall receive proceeds of vehicles donated before the effective date of termination.

1. **Commencement Date/Termination.** The initial term of this Agreement shall be one year, commencing effective the ___ day of _____, 200_. The Agreement shall be automatically extended for additional successive terms of one year each, provided that either party may give the other party sixty days prior written notice of termination. The termination shall be effective sixty days after CHCI's receipt of the written notice of termination.

2. **Trademark License.** CHCI hereby grants to Charity a non-exclusive, non-transferable right and license to use "CARS HELPING CHARITIES, INC." or the CHCI logo (collectively referred to as "the mark"), provided as necessary. Charity agrees to use the mark only for the purposes of soliciting donated vehicles. CHCI reserves the right to terminate Charity use of trademark at any time, and in the sole discretion of CHCI, without terminating any other part of this Agreement. CHCI shall have the right to do all things necessary to ensure that the nature and quality of the goods (prints and publications) and services with which the mark is used, conform to the subjective standards approved by CHCI. Any supplemental advertising Charity chooses to provide, including but not limited to banners, flyers, community media, must be submitted to CHCI for approval before publishing. Approval (or disapproval) shall be in the sole and absolute discretion of CHCI. CHCI may not employ any name, trademark, or information concerning Charity for any purpose except as specifically allowed by section 5 hereof.

3. **Definition of Vehicle.** As used herein, "Vehicle" shall mean any and all cars, trucks, boats, motorcycles, snowmobiles, buses, trailers and recreational vehicles, whether operative or not, which has been donated to Charity under the vehicle donation program operated by CHCI.

4. **Resale of Vehicles; Division of Gross Proceeds.** CHCI will sell all eligible vehicles in a commercially reasonable manner that will provide a reasonable return to CHCI. The gross proceeds ("Gross") received by CHCI from the sale of such Vehicle shall be defined as the sale price received by CHCI from the Purchaser of the vehicle. The adjusted gross ("Adjusted Gross") shall be defined as the Gross less any applicable sales or towing fees. CHCI will be responsible for all other expenses in acquiring said vehicle, including advertising, marketing and all other operating expenses incurred by CHCI. CHCI shall provide Charity with a periodic accounting which shall provide information regarding each Vehicle received by CHCI for Charity during the period (which period shall not exceed three months); name and address of donor; and payment for the applicable percentage ("Percentage") of the Adjusted Gross. CHCI shall enclose with such periodic report a check in the amount of the Percentage of the Adjusted Gross from the sale of all Vehicles donated to Charity and sold during the period covered by such report. CHCI will send a thank you from CHCI and Charity to each donor in the form of a Vehicle Donation Receipt. The Percentage will be calculated as follows:

- a) **For Non-Affiliate Charity ("Non-Affiliate")** – a Non-Affiliate will receive a Percentage equal to 40%. A Charity qualifies as a Non-Affiliate by being recognized by the IRS as a tax-exempt charitable Section 501(c)(3) organization and by being selected by a CHCI donor to receive the proceeds from the sale of the donated vehicle. An Affiliate will be eligible for the Affiliate Percentage at any time once the qualifications described below have been satisfied.
- b) **For Affiliate Charity ("Affiliate")** – an Affiliate will receive a Percentage based on the number of vehicles donated each month as described in the table below. A Charity qualifies as an Affiliate by signing and returning this Agreement; and by agreeing to promote its participation with CHCI through regular outreach of communication and notices to its constituents, which may include its members, donors, supporters, patrons, customers and beneficiaries of its services. At a minimum, regular outreach is defined as a prominent and complete notice on Charity's website, if any, describing the opportunity to donate vehicles for the Charity's behalf through CHCI; or at least two other means annually, which may include, but are not limited to, the distribution of letters, notices, flyers, newsletters, programs, bulletins, newspaper ads, or other uses of the media to describe the opportunity to donate vehicles for the Charity's behalf through CHCI. As long as the Charity satisfies the Affiliate outreach requirements stated above, the Affiliate will receive the following Percentage:

Vehicles donated during the month	Percentage of proceeds from vehicles donated during month (irrespective of when sales proceeds received)
1-9	50%
10-19	60%
20-29	70%
30 or more	75%

5. **Conditions of Donation.** Charity hereby appoints CHCI as its agent for the specific and limited purpose of accepting Vehicle donations and selling and disposing of donated vehicles. Charity will not be on motor vehicle title or chain of title. Charity does not provide any agency or authority to CHCI for any other purpose in connection with the operations of Charity, and Charity does not assume any liability or responsibility for the conduct of CHCI's business, or its activities as limited agent to receive donations for other charities. CHCI may employ the name or any information about Charity solely, only, and exclusively as required for the LIMITED purpose of this agency, and Charity does not license any intellectual property, name or logo or allow CHCI any use of any information or trade secrets of Charity for any other purpose.

6. **Donation Process.** The donor of the Vehicle shall provide CHCI with a clear, marketable, and transferable (i.e. one free from liens or encumbrances) motor vehicle title to each Vehicle donated. If title to a Vehicle is not clear for any reason, then CHCI shall have the right to return the Vehicle to the donor or make other arrangements for the disposition of the Vehicle, at the sole discretion of CHCI. If the Vehicle is returned to the donor, no monies shall be paid by CHCI to Charity. The process of receiving the Vehicle, clearing the Title, selling Vehicle, receiving the monies and sending the monies to Charity will take approximately six to eight weeks. However, all Vehicles must have a clear and transferable Title before they can be sold. An unclear title will change the date of payment for said Vehicle to an undetermined amount of time.

7. **Warranties.** CHCI makes no warranties, express or implied as to the condition or value to be received for any Vehicle received by CHCI from Charity under this Agreement. CHCI is under no obligation to sell vehicle for any certain amount. Charity makes no warranty, express or implied, about the condition, value, or merchantability of any vehicle.

8. **Integration Clause.** This Agreement represents and contains the entire understanding of the Parties. There are no representations, covenants, or undertakings other than those expressly set forth in this Agreement. The Parties acknowledge that no Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatever, express or implied, not contained in this Agreement to induce any other Party to execute this Agreement. The Parties acknowledge they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained in this Agreement. The Parties, and each of them, further represent and declare they have carefully read this Agreement and know its contents, and that they sign this Agreement freely and voluntarily.

9. **Indemnity and Hold Harmless.** Charity agrees to defend, indemnify, and hold harmless CHCI, its agents, employees, officers and directors, from and against any and all actions, claims, demands, and suits asserted by third parties that are based upon negligent acts of Charity committed in the course of its performance of this Agreement. CHCI agrees to defend, indemnify, and hold harmless Charity, its agents, employees, officers and directors, from and against any and all actions, claims, demands, and suits asserted by third parties that are based upon negligent acts of CHCI committed in the course of its performance of this Agreement.

10. **Resolution of Disputes.** If a dispute arises out of or relates to this Agreement the parties shall immediately make a good faith effort to meet and negotiate any differences between them in an attempt to resolve such dispute. If any such dispute cannot be settled by the parties by negotiation, the parties agree then to try to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, in the City and County of Denver, Colorado. If the parties are not able to resolve the dispute by mediation through such process, then any such dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator(s) may assess attorneys' fees and costs against a party in accordance with such Rules as the arbitrator(s) determine is just and reasonable under the circumstances. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If the terms and conditions of this Agreement are acceptable, please sign and return to us the original, accompanied by a copy of Charity's 501(c)(3) IRS Letter of Determination, so that we may proceed with raising funds for your organization.

Cars Helping Charities, Inc.

A Colorado Corporation

By: _____
Steven E. Morrow, President

Date: _____
Accepted and Agreed

Charity Name

By: _____
Signature

Print: _____
Name and Title

Date: _____