



# DUCK BUDDY

## DUCK BUDDY Agreement Form 2009



This Duck Buddy Agreement is made and entered into as of \_\_\_\_\_, 2009, by and between Jewish Family Services of Silicon Valley, ("Producer"), whose business address is 14855 Oka Road, Suite 202, Los Gatos, California 95032, and the non-profit organization ("Duck Buddy"), \_\_\_\_\_ whose business address is \_\_\_\_\_ . The contact person for the Duck Buddy is \_\_\_\_\_, whose preferred phone number is \_\_\_\_\_ and e-mail address is \_\_\_\_\_

In consideration of the mutual covenants herein contained and, intended to be legally bound hereby, the Producer and Duck Buddy agree as follows:

1. **Engagement:** The Producer hereby engages the Duck Buddy to pursue the distribution and sale of duck adoptions for the Silicon Valley Duck Race and the Duck Buddy hereby agrees to render such pursuit under the terms and conditions specified herein.
2. **Duck Buddy:** The Duck Buddy herewith attaches documentation of their status as a nonprofit organization and their IRS classification (if it exists), and such other information that adequately describes the projects and programs. Duck Buddy's website address (if any) is: \_\_\_\_\_

Duck Buddy represents their mission and purpose is: \_\_\_\_\_

3. **Location of Silicon Valley Duck Race:** The Silicon Valley Duck Race will take place at Vasona Lake Park, 333 Blossom Hill Road, Los Gatos, California 95032.
4. **Date and Time of the Silicon Valley Duck Race:** The date of the Silicon Valley Duck Race is June 21, 2009. The program will commence approximately at 10:00 AM and conclude about 3:00 PM with the final duck race event and winner selection occurring at approximately 1:00 PM.
5. **Adoptions and Payments:** All duck adoption forms with full payment shall be given or mailed to Producer at its business address stated above, within ten (10) days of receipt, provided that no such forms and payments shall be received by Producer later than 12:00 PM on Thursday, June 18, 2009. (See Table 1 for amounts of payout.)
6. **Responsibilities:** The Duck Buddy agrees to provide at least two (2) volunteers for at least one two (2) hour shift at the Tagging Party preceding the Silicon Valley Duck Race and at least three (3) volunteers on the day of the event to assist with running a booth at the festival.
7. **Promotion:** The Duck Buddy agrees to permit Producer to use Duck Buddy's organization name and information and photographs in the promotion of the Silicon Valley Duck Race.
8. **Compensation:** Producer agrees to compensate Duck Buddy within fifteen (15) days of the Silicon Valley Duck Race in the agreed upon amount(s) (See Table 1) of duck adoptions submitted with the name of the Duck Buddy properly included on the paper adoption form, designated during the online transaction and/or any sponsorships generated by Duck Buddy and received by Producer prior to Thursday, June 18, 2009.
9. **Duck Buddy Pool:** 10% of all corporate sponsorships obtained by Silicon Valley Duck Race will be placed in a bonus pool. The top 3 duck selling Duck Buddies will split this pool. 1<sup>st</sup> place receives 50%, 2<sup>nd</sup> place receives 30%, and 3<sup>rd</sup> place receives 20%. (This pool does not include what individual Duck Buddies solicit.)
10. **Miscellaneous:** This Duck Buddy Agreement and the attached rider(s), if any set forth, is the entire agreement between the parties, and may not be amended except in writing and signed by both parties.

The Duck Buddy Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Producer and the Duck Buddy arising out of this Duck Buddy Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorneys' fees. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail, or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth in this Agreement.

- a. **Authority to Execute Agreements:** The person(s) signing this Duck Buddy Agreement on behalf of the Duck Buddy represent(s) and warrant(s) that he/she has the legal authority to sign this Duck Buddy Agreement on behalf of the Duck Buddy, and to bind the Duck Buddy to the covenants and conditions of this Duck Buddy Agreement. If such person is not so authorized, he/she shall be liable for the Duck Buddy's performance of its obligation under this Duck Buddy Agreement.
- b. **Indemnification:** Duck Buddy shall protect, indemnify, defend at its sole cost, and hold the Producer and Vasona Lake Park harmless from any and all claims, actions, expenses, judgments and costs whatsoever (including reasonable attorney's fees) arising from or in connection with, either directly or indirectly, its performance under this agreement or the conduct of the Silicon Valley Duck Race.
- c. **Parking:** All parties will be responsible for parking fees at Vasona Lake Park. Duck Buddy will be responsible for its own vehicle(s) and for securing such vehicle(s) while on location at Vasona Lake Park, in a manner consistent with all applicable rules and regulations. Vasona Lake Park and/or Producer shall not be liable for damages to the Duck Buddy's vehicle(s) or contents within its vehicle(s) unless Park employees or agents or Producer's volunteers cause such damage. In the event of Producer's volunteers' involvement in such damage, the volunteer will be held liable personally, not Producer.

**Table 1: Payment to Duck Buddy by Producer for services:**

| Service  | Duck Buddy Receives   |
|--|---|
| Flat Fee of \$2 paid per duck sold through an adoption paper or online, and properly credited to the Duck Buddy sales team | \$2/Every Duck Sold   |
| Cash sponsorship(s) brought to the Silicon Valley Duck Race and properly credited to Duck Buddy                            | 50% of each sponsorship   |
| Duck Buddy Bonus Pool  | Top 3 selling Duck Buddies will split a bonus pool (*see item number 9 for more details.) |

Duck Buddy and Producer have each caused this Duck Buddy Agreement to be signed by its duly authorized representative in Santa Clara County, California as of the day and date first written above.

\_\_\_\_\_  
 PRODUCER (Jewish Family Services of Silicon Valley) DATED

\_\_\_\_\_  
 DUCK BUDDY ( ) DATED

Please return two completed and signed copies of this form (one of which will be signed by Producer and returned) to Silicon Valley Duck Race, JFS SV, 14855 Oka Road, Suite 202, Los Gatos, California 95032.