

United Way of Marion County Caring Club®

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2005 by and between **United Way of Marion County, INC.**, a Florida nonprofit, public benefit corporation (herein after referred to as "UWMC"), and _____, a _____, with its principal place of business at _____ (hereinafter referred to as "Vendor").

WHEREAS, UWMC desires to build alliances with partner organizations to connect community resources for the purpose of promoting charitable programs that aid those less fortunate within their community;

WHEREAS, UWMC, has developed a Caring Club Card Program (the "Program"), to aid in the goal of raising funds to support the needs of those less fortunate within their community; and

WHEREAS, Vendor desires to build an alliance with UWMC through participation in the Caring Card Program as one of the entities that honors the discount card associated with the Program.

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed and covenanted between the undersigned parties as follows:

1. **Percentage Discount.** Subject to the terms and conditions of this Agreement, Vendor does hereby agree to discount _____ percent (___%) off or _____

_____ on all items and/or services purchased by a Program participant at any of Vendor's retail locations for the term stated in Section 3 of this Agreement. If the designated discount applies only to certain merchandise or services rather than all merchandise or services offered by Vendor, the merchandise or services to which the discount applies are set forth in attached Exhibit A. A Program participant is defined as any individual who donates at least One Hundred and Fifty Six Dollars (\$156.00) to UWMC Community Care Fund for participation in the Program. Vendor's obligation to discount items and/or services purchased by a Program participant is contingent upon said participant's presentation of the Program discount card at the point of purchase. The Program discount card is the card issued by UWMC to all Program participants and is identified by the statement "United Way Caring Club".

2. **Advertising of Participation.** Subject to the terms and conditions of this agreement, UWMC agrees to include Vendor's name as a participating vendor in the Program on advertisements, flyers, bulletins, booklets, and other forms of communications and disseminations promoting the Program when possible, including, but not limited to, the Caring Club website at www.uwmc.org. Additionally, during the term of this Agreement, Vendor is permitted and encouraged to advertise and promote its participation in the United Way Caring Club and the applicable discount available to Program participants.

3. **Term.** This Agreement shall commence as of the date first set forth above and shall continue until **December 31, 2006.**

4. **Limitations of Liability and Indemnification.** The parties agree that UWMC and its affiliates will have no responsibility or liability arising from or in connection with any goods or services furnished by Vendor to any Program participants. UWMC and Vendor each agree in the event of a default under this Agreement, the party in breach will indemnify and hold the other party harmless from any damages arising from the breach of this Agreement. In no event will Vendor or be liable to the other or any third party for any consequential, incidental or punitive damages or claims for lost profits of any type in connection with this Agreement or the Program.

5. **Relationship of Parties.** Nothing contained herein shall be construed to place the parties in an employment relationship or in the relationship of partners or joint ventures and neither party will have any right or power to obligate or bind the other in any manner whatsoever except as authorized in this Agreement or otherwise specifically authorized in writing.

6. **Assignment.** This Agreement and the rights and obligations created hereunder are not assignable by either party, either voluntarily or by operation of the law, without the express written consent of the other party. Any assignment without such consent will be null and void.

7. **Waiver of Breach.** The waiver by UWMC or Vendor of a breach of any provisions of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by the other party.

8. **Notice.** Any notice required or implied by this Agreement shall be sufficient if given by personal delivery, telecopy with confirmed receipt or certified mail, return receipt requested, to the person and at the address listed below or such other persons and addresses as shall be communicated to the other party by the party to whom notice is intended to be given:

If intended for **UWMC:**

United Way of Marion County
Attn: Toni James, President
1401 Northeast 2 Street
Ocala, Florida 34471
Telephone: 352-732-9696
Telecopy: 352-732-9608

If intended for **Vendor**: Vendor Name: _____
 Attn: _____
 Address: _____
 Telephone: _____
 Telecopy: _____
 Email: _____

9. **Severability.** The provisions of this Agreement are separable. If one or more of the provisions of this Agreement are held invalid by any court of competent jurisdiction or are voided or nullified for any reason, the remaining provisions and paragraphs shall continue in full force and effect and shall be binding on the parties so as to carry out the intent and purposes of the parties as nearly as possible.

10. **Governing Law; Entire Agreement.** This Agreement is governed by and shall be construed under the laws of the State of Florida. Except as otherwise provided herein, this Agreement constitutes the entire agreement of the parties. Any alteration or modification of the provisions to this Agreement will not be effective unless reduced to writing and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“UWMC”

“Vendor”

UNITED WAY OF MARION COUNTY

Name

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
TO CARING CLUB PARTICIPATION AGREEMENT

Designated Merchandise and/or Services
(List Below)

Applicable Discount or Terms
(List Below)
