

CLOZTALK PROMOTION AGREEMENT

This agreement to provide promotional apparel for Charity and to help raise awareness and funds for Charity and its cause, at no cost to Charity, is effective on this _____ day of _____, 20____, by and between CLOZTALK, LLC, an Illinois limited liability company (“CLOZTALK”), and _____ (“Charity”), having its offices at _____.

1. CLOZTALK will design apparel items for Charity. The apparel items will contain the Charity’s name and/or logo.
2. Charity grants permission for CLOZTALK to use its name and logo to design and sell the apparel items until this Agreement is terminated. The Charity’s name and logo will only be used by CLOZTALK to design and sell the Charity’s apparel items and will not be used for any other purpose.
3. CLOZTALK will present its design for the apparel items to Charity for Charity’s approval. CLOZTALK will only proceed upon Charity’s approval.
4. Charity is not obligated or expected to make any payment to CLOZTALK at any time. Charity is not obligated or expected to promote CLOZTALK in any way.
5. CLOZTALK will raise awareness for Charity’s cause through the sale of the apparel items. CLOZTALK will also donate 20 percent of its yearly net profits back to its charity partners; of that 20 percent, Charity will receive a donation as determined by Charity’s pro rata share of CLOZTALK’s total retail sales for that year. CLOZTALK will make this payment by April 30 of the following year. For example, in 2018, if CLOZTALK has a \$100,000 annual net profit and 40 percent of sales were from Charity’s apparel items, then CLOZTALK will donate \$8,000 to Charity by April 30, 2019, because 20 percent of net profit is \$20,000 and 40 percent of \$20,000 is \$8,000. There is no charge to Charity to receive the awareness and donation from CLOZTALK.
6. Charity and CLOZTALK can withdraw from this agreement at any time and for any reason, by notifying the other party in writing. There is no fee or penalty for withdrawal.
7. CLOZTALK is acting as an independent contractor for Charity. This agreement does not create any partnership, joint venture, fiduciary or employment relationship between Charity and CLOZTALK.
8. Charity warrants that it owns all rights, without restriction, to the name and logo in the apparel items and agrees to indemnify CLOZTALK for same. CLOZTALK has sole discretion in the manner in which it markets the apparel items for sale.

AGREED:

CLOZTALK, LLC

By:
Its:
Date:

By:
Its: Manager
Date: