

CLOZTALK PROMOTION AGREEMENT

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

1. CLOZTALK will design apparel items for Nonprofit. The apparel items will contain the Nonprofit’s name and/or logo.
2. Nonprofit grants permission for CLOZTALK to use its name and logo to design and sell the apparel items until this Agreement is terminated. The Nonprofit’s name and logo will only be used by CLOZTALK to design and sell the Nonprofit’s apparel items and will not be used for any other purpose.
3. CLOZTALK will present its design for the apparel items to Nonprofit for Nonprofit’s approval. CLOZTALK will only proceed upon Nonprofit’s approval.
4. Nonprofit is not obligated or expected to make any payment to CLOZTALK at any time. Nonprofit is not obligated or expected to promote CLOZTALK in any way.
5. CLOZTALK will raise awareness for Nonprofit’s cause through the sale of the apparel items. CLOZTALK will also donate 20 percent of its annual net profits back to its nonprofit partners; of that 20 percent, Nonprofit will receive a donation as determined by Nonprofit’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 2020, if CLOZTALK has \$100,000 in annual net profits and 40 percent of sales were from Nonprofit’s apparel items, then CLOZTALK will donate \$8,000 to Nonprofit by April 30, 2021, because 20 percent of net profits is \$20,000 and 40 percent of \$20,000 is \$8,000. There is no charge to Nonprofit to receive the awareness and donation from CLOZTALK. Note: CLOZTALK is not yet profitable, so CLOZTALK is not able to donate funds to any nonprofit right now.
6. Nonprofit 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 Nonprofit. This agreement does not create any partnership, joint venture, fiduciary or employment relationship between Nonprofit and CLOZTALK.
8. Nonprofit 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: