

AGREEMENT

Kiwanis International, Kiwanis International Foundation,
California-Nevada-Hawaii District, and Kiwanis Cal-Nev-Ha Foundation

I. Parties

This Agreement is made between the Kiwanis International Foundation (hereinafter referred to as "KIF"), Kiwanis International (hereinafter referred to as "KI"), both at 3636 Woodview Trace, Indianapolis, Indiana 46268, the California-Nevada-Hawaii District (hereinafter referred to as "CNH District"), and the Kiwanis Cal-Nev-Ha Foundation (hereinafter referred to as "CNH Foundation"), both at 8360 Red Oak Street, Suite 201, Rancho Cucamonga, California 91730.

II. Intent

Whereas the Rose Float Endowment Fund was created in January 2007 and was included as a component of the *Make A Difference* \$37 million Endowment Campaign, which has now been concluded, and;

Whereas on this date the corpus of the restricted fund contains approximately US\$56,340 and the temporary restricted account contains approximately US\$ 793, and;

Whereas KIF wishes to fully concentrate the foundation's fundraising efforts on projects and services benefiting underserved and at-risk children around the world, and;

Whereas KIF desires for the Rose Float Endowment Fund to be sustained by a 501(c) 3 entity that is a member of the Kiwanis International family and managed efficiently, and the CNH Foundation agrees to receive these restricted funds for the purpose of supporting the annual effort to produce a Kiwanis float for the annual Tournament of Roses Parade, KI, KIF, CNH District and the CNH Foundation agree to execute this agreement. We anticipate that in the future, we will function as partners in promoting this deserving venture that provides an excellent, far-reaching volunteer activity for thousands of Key Club and Circle K members and tremendous international visibility for Kiwanis International. Further, it has the potential to garner international attention and support for all the future global campaigns for children undertaken by Kiwanis International and KIF; and

Whereas the Kiwanis International Board of Trustees approved the following resolution in April 2010:

RESOLVED, That the Kiwanis International Board recommends that the Kiwanis International Foundation transfer the Rose Parade Fund to the California-Nevada-Hawaii District Foundation; permits the California-Nevada-Hawaii District to raise funds and promote support of the Rose Parade from members of Kiwanis clubs; and authorizes the Executive Director to negotiate the terms of a Memorandum of Understanding with the California-Nevada-Hawaii District and report back to the Board for approval.

And, whereas the Kiwanis International Foundation Board of Trustees approved the following resolution in October 2010:

AGREEMENT

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RESOLVED, That the Kiwanis International Foundation Board recommends all funds be transferred to the CAL-NEV-HA District Foundation if directed. The recommendation also directs all funds transferred are to remain endowed funds as is the donors' intent.

Therefore, be it resolved that:

III. Provisions

A. By this agreement, KI and KIF agrees to provide the following:

1. The names and addresses of individuals who have contributed previously to the Rose Float Endowment Fund.
2. KI Website links to the CNH Foundation so that individuals may contribute easily to the Kiwanis International Rose Float Endowment Fund.
3. Multiple articles, pieces and/or short stories in the Kiwanis, Key Club, Circle K magazines and other Kiwanis International print and online media
4. Permission to conduct a mailing to all Kiwanis clubs in North America to be preapproved by KI.
5. Permission for email distributions to all Kiwanis clubs in North America to be preapproved and sent by KI.
6. Media and public relations support for the Float to include press releases, scripting for television broadcasts, solicitation and coordination of local and national media coverage.

B. By this agreement, CNH District agrees to:

1. Assist in securing seats on the Float to be purchased by Kiwanis International and to provide a complimentary seat for the Kiwanis International President. Assist in securing grandstand parade seats, and Rose Bowl tickets (as available and agreed by KI, KIF and CNH) at cost for the use of KI annually.
2. Work with the Float Committee to require signage and logos on the float meet the graphics standards set by Kiwanis International, working within any limitations required by decorating materials and the Tournament of Roses.
3. Allow KI to collaborate with the Float Committee as the float design is determined.
4. Support KI efforts to conduct sponsor and donor cultivation before, during, and after the Tournament of Roses Parade each year, at no cost to CNH District.

AGREEMENT

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C. By this agreement, CNH Foundation agrees to:

1. Maintain these monies in an endowed fund, meeting the original intent of the donors who contributed the funds.
2. Support KI efforts to conduct sponsor and donor cultivation before, during, and after the Tournament of Roses Parade each year, at no cost to CNH Foundation.

IV. Termination

If either party is unable to fulfill the terms of this Agreement, and if, after reasonable effort, a resolution cannot be reached, then either party shall have the right to terminate this agreement upon sixty (60) days written notice. In such a case, each party will hold the other harmless for the termination of the Agreement, and neither party will be liable to the other for any unfulfilled obligations as described within.

In the unlikely event that this Agreement is terminated, all monies in the Rose Float Endowment Fund shall be transferred back to KIF within ten (10) days.

V. Signatures


In the spirit of cooperation and mutual respect, we hereby execute this Agreement.

On behalf of Kiwanis International:


Stan Soderstrom, Executive Director


May 2 2011
Date

On behalf of Kiwanis International Foundation:


Stan Soderstrom, Executive Director

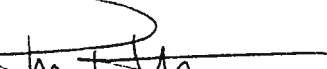
May 2 2011
Date

On behalf of the California-Nevada-Hawaii District:


Pete Horton, Executive Director

4/20/11
Date

On behalf of Cal-Nev-Ha Foundation:


Pete Horton, Secretary/Treasurer

4/20/11
Date

Kiwanis

California-Nevada-Hawaii District

PETE HORTON, Executive Director • 8360 Red Oak Street, Suite 201 • Rancho Cucamonga, CA 91730-0608
Office: 909-989-1500 Toll-Free: 877-597-1770 Fax: 909-989-7779 Email: pete@cnhkiwanis.org

April 21, 2011

Kiwanis International
Mr. Stan Soderstrom, Executive Director
3636 Woodview Trace
Indianapolis, IN 46268-3196

Re: Agreement – Rose Float Endowment Fund

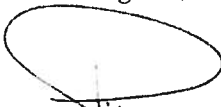
Dear Stan,

I enclose two signed copies of the Rose Float Endowment Fund agreement which has been approved by the Cal-Nev-Ha District and the Kiwanis Cal-Nev-Ha Foundation.

We ask that one signed copy be returned to our office at the address above.

Thanks for your help in securing this agreement.

Best regards,


Pete Horton
District Secretary/Executive Director

