



**KDS Fundraising LLC • 1386 Jolly Road • Blue Bell PA, 19422**

This agreement is made between the **KDS Fundraising LLC** (The “KDS”) and (The “Organization”). By way of this agreement, the Organization agrees to hold a fund raising event, to be conducted by KDS Fundraising LLC. The Auction will be held on \_\_\_\_\_.

Preview time is: \_\_\_\_\_ pm. Auction time is: \_\_\_\_\_ pm.

The exact location of the auction is:

NAME of LOCATION:

STREET ADDRESS:

CITY, STATE, ZIP:

LOCATION PHONE:

**The KDS Fundraising LLC will provide the following**

1. A professional auctioneer.
2. A professional fundraising consultant to conduct a **Strategy Meeting** to coordinate the organizations efforts in order to ensure a successful auction.
3. Assistance in, supervise setting up and displaying of items, instruct all Committee members on their assignments, supervise the show, and supervise repacking of unsold items.
4. Assistance in the development of a customized program of items to be auctioned.
5. Use of KDS VISA, MASTERCARD merchant ID and digital swipe machine.
6. Auction posters, and flyer in printable pdf format.
7. Marketing and promotional materials.
8. Sales slips and all necessary bookkeeping materials.
9. Complete financial settlement the night of the auction.
10. Auction Office staff for step-by-step planning and on-call service for questions or needs.
11. Placement of up to 10 items on kdsfundraising.com. We will administrate the acceptance of proxy bids and item questions for these items, including email blast for items listed.
12. Establishment of a dedicated escrow account into which funds from the auction will be deposited.
13. PA system, lighting for auction block and recorded music for preview.

**The ORGANIZATION is responsible for:**

1. Supplying a location capable of seating a minimum of 100 people auditorium style.
2. Supplying refreshments during preview and auction.
3. Forming a committee whose primary functions will be to sell tickets and assist with all facets of the show. Minimum committee size is ten people for a Strategy Meeting to be held on \_\_\_\_.
4. Assuring KDS that no items of any kind will be presented for sale or auction (silent or live) without written agreement by KDS.
5. Remitting the amount due to the KDS Fundraising following the auction with a check (if any payment is due).
6. A \$500.00 nonrefundable deposit payable to KDS Fundraising LLC, due with signed contract, to secure desired date. This deposit will be applied to auction reconciliation.

**Division of Proceeds**

1. 100% of all revenue derived from ticket, patron, advertising, and raffle sales goes directly to organization.

2. KDS will be paid a % commission on any items silent or live for which they have had an active role in facilitating bidding or sale of said items.
3. The group will be paid a commission of % on any Non-Donated items provided to the group by KDS. These items will be sold with reserve. If reserve price is not met, KDS will not be obligated to sell said items.
4. KDS will be reimbursed for any expenses directly incurred on behalf of the organization.
  - a. A 3% charge will be applied to all credit cards processed by KDS on behalf of organization to cover fees assessed by merchant services to provide said services.
5. If the KDS determines that the Organization has not made adequate preparation to insure a successful auction, KDS may cancel the auction at any time and shall not be obligated in any way.

**Cancellation**

If this event is canceled for any reason other than on the part of KDS Fundraising LLC, organization agrees to reimburse KDS for any and all applicable expenses incurred in the preparation of this auction not covered by deposit. In addition in addition to the deposit the following cancellation fees will apply:

In the event the Organization should cancel the auction subsequent to execution of this Agreement, the Organization shall be liable for any and all damages, not to exceed \$750.00, sustained by KDS as a result of cancellation according to the following breakdown:

- Cancellation within three months of event date: \$200.00
- Cancellation within two months of event date: \$300.00
- Cancellation within six weeks of event date: \$750.00

In the event of cancellation for any reason, any auction items provided to organization by KDS for auction will be returned to KDS.

**NOTE: Catastrophe – In the event that because of war, fire, strike, government regulation, terrorist activities, public catastrophe, act of God or the public enemy or other causes the auction or any part thereof is prevented from being held or is canceled by KDS Fundraising LLC will not be held responsible.**

In those states where sales tax is required by law and it is determined items being sold are taxable, KDS is obligated by such law to collect sales tax.

Please sign both copies of this agreement. Keep one for your records and return the second copy to KDS Fundraising LLC.

\_\_\_\_\_  
INDIVIDUAL NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME OF ORGANIZATION

\_\_\_\_\_  
KDS FUNDRAISING LLC

\_\_\_\_\_  
DATE