

Charitable Registration State Provisions

Client and Company will perform their respective obligations under the Agreement in compliance with the following applicable state and commonwealth provisions:

Alabama - All contracts entered into between professional fund raisers or commercial co-venturers and charitable organizations shall be in writing. A true and correct copy of each contract shall be filed by the professional fund raiser or commercial co-venturer with the Attorney General within 10 days after it is executed. No services shall be performed under a contract until the expiration of 15 days from the date the contract is filed with the Attorney General. Within 90 days after the termination of the contract, the professional fund raiser or commercial co-venturer shall file a closing statement with the Attorney General disclosing gross receipts and all expenditures incurred in the performance of the contract.

Alaska - A paid solicitor may not solicit contributions on behalf of a charitable organization unless the paid solicitor executes a written contract with the charitable organization that clearly states the respective obligations of the paid solicitor and the charitable organization, including (1) a statement of the method to be used to calculate the compensation of the paid solicitor; the statement must include a reasonable estimate of the expenses, including the estimated compensation of the paid solicitor, to be incurred, directly or indirectly, by the charitable organization in connection with the solicitation; (2) a statement of the charitable purpose to be described in the solicitation; and (3) the percentage of the gross contributions that the charitable organization is to receive. (b) A copy of the contract required by (a) of this section shall be filed with the department. 9 AAC 12.040. Written contract required. A paid solicitor may not solicit contributions on behalf of a charitable organization unless the paid solicitor executes a written contract with the charitable organization, which clearly states the respective obligations of the paid solicitor and the charitable organization. The contract must include the: (1) Name of the paid solicitor; (2) Name of the charitable organization; (3) Types of services to be provided by the paid solicitor; (4) Dates those services will begin; (5) Script that the paid solicitor will use to solicit contributions; (6) Terms of the agreement between the charitable organization and the paid solicitor relating to: (A) Amount or percentages of amounts to accrue to the charitable organization; (B) Limitations, if any, placed on the maximum amount to be raised by the paid solicitor; (C) Costs of fund-raising that will be the responsibility of the charitable organization, whether paid as a direct expense, deducted from the amounts disbursed, or otherwise; and (D) The manner in which contributions received directly by the charitable organization, not the result of services provided by the paid solicitor, will be identified and used in computing the fee owed to the paid solicitor; (7) Signature of an owner or principal officer of the paid solicitor and the president, treasurer, or comparable officer of the charitable organization. (8) AAC 12.050-each separate contract must be identified and submitted with registration and annual registration statement and a copy of contract must be provided; also, if any new contract is executed before the expiration of a current registration, the paid solicitor shall, within five days, file a copy of the contract with the department).

Arkansas - A contract between a paid solicitor and a charitable organization shall: (1) Be in writing; (2) Clearly state the respective obligations of the paid solicitor and the charitable organization, including the compensation or remuneration to be paid by the charitable organization to the paid solicitor; (3) Require delivery of the names and addresses of all persons making contributions and the amounts thereof to the charitable organization.

California

Commercial Fundraiser. There shall be a written contract between a commercial fundraiser for charitable purposes and a charitable organization for each solicitation campaign, event, or service that shall be signed by the authorized contracting officer for the commercial fundraiser and by an official of the charitable organization who is authorized to sign by the organization's governing body. The contract shall be available for inspection by the Attorney General and shall contain all of the following provisions: (1) The legal name and address of the charitable organization as registered with the Registry of Charitable Trusts, unless the charitable organization is exempt from registration. (2) A statement of the charitable purpose for which the solicitation campaign, event, or service is being conducted. (3) A statement of the respective obligations of the commercial fundraiser and the charitable organization. (4) If the commercial fundraiser is to be paid a fixed fee, statement of the fee to be paid to the commercial fundraiser and good faith estimate of what percentage the fee will constitute of the total contributions received. The contract shall clearly disclose the assumptions upon which the estimate is based, and the stated assumptions shall be based upon all of the relevant facts known to the commercial fundraiser regarding the solicitation to be conducted by the commercial fundraiser. (5) If a percentage fee is to be paid to the commercial fundraiser, a statement of the percentage of the total contributions received that will be remitted to or retained by the charitable organization, or, if the solicitation involves the sale of goods or services or the sale of admissions to a fundraising event, the percentage of the purchase price that will be remitted to the charitable organization. The stated percentage shall be calculated by subtracting from contributions received and sales receipts not only the commercial fundraiser's fee, but also any additional amounts that the charitable organization is obligated to pay as fundraising costs. (6) The effective and termination dates of the contract and the date solicitation activity is to commence within the state; (7) A provision that requires that each contribution in the control or custody of the commercial fundraiser shall in its entirety and within five working days of its receipt comply with either of the following: (A) Be deposited in an

account at a bank or other federally insured financial institution that is solely in the name of the charitable organization and over which the charitable organization has sole control of withdrawals. (B) Be delivered to the charitable organization in person, by United States express mail, or by another method of delivery providing for overnight delivery. (8) A statement that the charitable organization exercises control and approval over the content and frequency of any solicitation. (9) If the commercial fundraiser proposes to make any payment in cash or in kind to any person or legal entity to secure any person's attendance at, or sponsorship, approval, or endorsement of, a charity fundraising event, the maximum dollar amount of those payments shall be set forth in the contract. "Charity fundraising event" means any gathering of persons, including, but not limited to, a party, banquet, concert, or show, that is held for the purpose or claimed purpose of raising funds for any charitable purpose or organization. (10) The following provisions to the contract between Client and Company in the State of California to include the following statements:

(A) The charitable organization has the right to cancel the contract without cost, penalty, or liability for a period of 10 days following the date on which the contract is executed.

(B) The charitable organization may cancel the contract by serving a written notice of cancellation on the commercial fundraiser.

(C) If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five calendar days from the date of mailing.

(D) Any funds collected after effective notice that the contract has been canceled shall be deemed to be held in trust for the benefit of the charitable organization without deduction for costs or expenses of any nature.

(E) The charitable organization shall be entitled to recover all funds collected after the date of cancellation.

(11) The following provisions to the contract between Client and Company in the State of California to include the following statements:

(A) Following the initial 10-day cancellation period, the charitable organization may terminate the contract by giving 30 days' written notice.

(B) If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five calendar days from the date of mailing.

(C) In the event of termination under this subdivision, the charitable organization shall be liable for services provided by the commercial fundraiser up to 30 days after the effective service of the notice.

(12) The following provisions to the contract between Client and Company in the State of California to include the following statements:., following the initial 10-day cancellation period, the charitable organization may terminate the contract at any time upon written notice, without payment or compensation of any kind to the commercial fundraiser, if the commercial fundraiser or its agents, employees, or representatives do any of the following:

(A) Make any material misrepresentations in the course of solicitations or with respect to the charitable organization.

(B) Are found by the charitable organization to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony.

(C) Otherwise conduct fundraising activities in a manner that causes or could cause public disparagement of the charitable organization's good name or good will.

(13) Any other information required by the regulations of the Attorney General.

Fundraising Consultant. Client has the right to cancel this Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which this Agreement is executed. Client may cancel this Agreement by serving a written notice of cancellation on Company. If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing.

Following the initial ten (10) day cancellation period, Client may terminate the Agreement by giving 30 days' written notice. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination, Client shall be liable for services provided by Company up to 30 days after the effective date of termination.

Colorado - Every contract between a professional fundraising solicitor or consultant and a charitable organization or sponsor shall be in writing and signed by an authorized official of the charitable organization, who shall be a member of the organization's governing body. The professional fundraising solicitor or consultant shall provide a copy of the contract to the charitable organization prior to the performance of any material services under the contract and shall make a copy of the contract available to the secretary of state upon request. The contract shall contain all of the following provisions: A statement of the charitable purpose for which the solicitation campaign is being conducted; A statement of the respective obligations of the professional fundraising solicitor or consultant and the charitable organization; whether the professional fundraising solicitor or consultant will at any time have custody or control of contributions; a clear statement of the fees that will be paid to the professional fundraising solicitor or consultant or, if the fees are to be calculated based on a percentage of contributions or other formula, a clear statement of the percentage or other formula; and the effective and termination dates of the contract.

Connecticut - A contract between a paid solicitor and a charitable organization shall be in writing, shall clearly state the respective obligations of the paid solicitor and the charitable organization and shall state the minimum amount that the charitable organization shall receive as a result of the solicitation campaign, which minimum amount shall be stated as a percentage of the gross revenue. Such minimum amount shall not include any amount that the charitable organization is to pay as expenses of the solicitation campaign.

Delaware - There shall be a written contract between a professional solicitor and a charitable/fraternal organization that clearly states the respective obligations of the professional solicitor and the charitable/fraternal organization and the compensation terms of the professional solicitor. Every professional solicitor shall retain the records and the written contract required pursuant to this section for at least 3 years from the effective date of the termination of such contract. Every professional solicitor shall review the requirements of this subchapter prior to executing each written contract with a charitable/fraternal organization.

D.C. - A copy of the contract, if any, made by or on behalf of the applicant with each professional fundraiser and professional solicitor. (Must be provided with the application).

Florida - Each contract or agreement between a professional solicitor and a charitable organization or sponsor for each solicitation campaign must be in writing, signed by two authorized officials of the charitable organization or sponsor, one of whom must be a member of the organization's governing body and one of whom must be the authorized contracting officer for the professional solicitor, and contain all of the following provisions: (a) A statement of the charitable or sponsor purpose and program for which the solicitation campaign is being conducted. (b) A statement of the respective obligations of the professional solicitor and the charitable organization or sponsor. (c) A statement of the guaranteed minimum percentage of the gross receipts from contributions which will be remitted to the charitable organization or sponsor, if any, or, if the solicitation involves the sale of goods, services, or tickets to a fundraising event, the percentage of the purchase price which will be remitted to the charitable organization or sponsor, if any. Any stated percentage shall exclude any amount which the charitable organization or sponsor is to pay as fundraising costs. (d) A statement of the percentage of the gross revenue which the professional solicitor will be compensated. If the compensation of the professional solicitor is not contingent upon the number of contributions or the amount of revenue received, his or her compensation shall be expressed as a reasonable estimate of the percentage of the gross revenue, and the contract must clearly disclose the assumptions upon which the estimate is based. The stated assumptions must be based upon all of the relevant facts known to the professional solicitor regarding the solicitation to be conducted by the professional solicitor. (e) The effective and termination dates of the contract.

Section 496.409(4), Florida Statutes, A professional fundraising consultant may enter into a contract or agreement with a charitable organization or sponsor only if the charitable organization or sponsor has complied with all applicable provisions of this chapter. A contract or agreement between a professional fundraising consultant and a charitable organization or sponsor must be in writing, signed by two authorized officials of the charitable organization or sponsor, and filed by the professional fundraising consultant with the department at least 5 days before the performance of any material service by the professional fundraising consultant. Solicitation under the contract or agreement may not begin before the filing of the contract or agreement.

Section 496.409(5), Florida Statutes, The contract must contain all of the following provisions:

Section 496.409(5a), Florida Statutes, A statement of the charitable or sponsor purpose for which the solicitation campaign is being conducted.

Section 496.409(5)(b), Florida Statutes, A statement of the respective obligations of the professional fundraising consultant and the charitable organization or sponsor.

Section 496.409(5)(c), Florida Statutes, A clear statement of the fee that will be paid to the professional fundraising consultant.

Section 496.409(5)(d), Florida Statutes, The effective and termination dates.

Section 496.409(5)(e), Florida Statutes, A statement that the professional fundraising consultant will not, at any time, have control or custody of contributions.

Georgia - (1) There shall be a contract between a paid solicitor and a charitable organization which shall be in writing, shall clearly state the respective obligations of the paid solicitor and the charitable organization, and shall state the amount of the gross revenue from the solicitation campaign that the charitable organization will receive. Such amount shall be expressed as a fixed percentage of the gross revenue or as a reasonable estimate of the gross revenue, subject to and in accordance with the provisions of paragraphs (2), (3), and (4) of this subsection. (2) If the compensation of the paid solicitor is contingent upon the number of contributions or the amount of revenue received from the solicitation campaign, the stated amount shall be expressed as a fixed percentage of the gross revenue. (3) If the compensation of the paid solicitor is not contingent upon the number of contributions or the amount of revenue received, the stated amount shall be a reasonable estimate, expressed as a percentage of the gross revenue, and the contract shall clearly disclose the assumptions upon which the estimate is based. The stated assumptions shall be based upon all the relevant facts known to the paid solicitor regarding the solicitation to be conducted as well as the past performance of solicitations conducted by the paid solicitor. If the stated amount is a reasonable estimate, rather than a fixed percentage of the gross revenue, the contract shall also provide that the charitable organization is guaranteed a percentage of the gross revenue which is no less than the reasonable estimate less 10 percent of the gross revenue. (4) The stated percentages required by this subsection shall exclude any amount which the charitable organization is to pay as expenses of the solicitation campaign, including the cost of merchandise or services sold or events staged.

Hawaii - There shall be a written contract between a charitable organization and a professional fundraising counsel or professional solicitor that shall be filed by the professional fundraising counsel or professional solicitor with the attorney general at least ten business days prior to the performance by the professional fundraising counsel or professional solicitor of any service. No solicitation or service pursuant to the contract shall begin before the contract is filed with the attorney general. The contract shall be signed by two authorized officials of the charitable organization, one of whom shall be a member of the organization's governing body, and the authorized contracting officer for the professional fundraising counsel or professional solicitor. The contract shall contain all of the following provisions: (1) The legal name and address of the charitable organization; (2) A statement of the charitable purpose for which the solicitation campaign is being conducted; (3) A statement of the respective obligations of the professional fundraising counsel or professional solicitor and the charitable organization; (4) A statement of the guaranteed minimum percentage of the gross receipts from contributions that will be remitted to or retained by the charitable organization, if any, or, if the solicitation involves the sale of goods, services, or tickets to a fundraising event, the percentage of the purchase price that will be remitted to the charitable organization, if any. The stated percentage shall exclude any amount that the charitable organization is to pay as fundraising costs; (5) Information concerning the compensation of the professional solicitor and fundraising counsel as follows: (A) If the compensation of the professional fundraising counsel or professional solicitor is contingent upon the number of contributions or the amount of revenue received, a statement shall be included specifying the percentage of the gross revenue that is the basis for that compensation. The stated percentage shall include any amount that the professional fundraising counsel or professional solicitor is to be reimbursed for fundraising costs; (B) If the compensation of the professional solicitor is not contingent upon the number of contributions or amount of revenue received from the solicitation campaign, the compensation shall be expressed as a reasonable estimate of the percentage of the gross revenue, and the contract shall clearly disclose the assumptions upon which the estimate is based. The stated assumptions shall be based upon all of the relevant facts known to the professional solicitor regarding the solicitation to be conducted by the professional solicitor; or (C) If the compensation of the fundraising counsel is not contingent on the number of contributions or amount of revenue received from the solicitation campaign, the compensation shall be stated in a dollar amount; (6) The effective and termination dates of the contract or, if the contract does not have a set termination date, a clause allowing either party a reasonable period to terminate the contract or notify the other party if either party chooses not to renew. The contract shall also contain the date services will commence with respect to solicitation in this State of contributions for a charitable organization; (7) In the case of a professional fundraising counsel, a statement that the professional fundraising counsel will not at any time have custody or control of contributions; (8) A statement that the charitable organization exercises control and approval over the content and volume of any solicitation; and (9) Any other information required by the rules of the attorney general. (b) No professional fundraising counsel or professional solicitor shall contract with a charitable organization unless the professional fundraising counsel or professional solicitor is registered with the department. A contract with an unregistered professional fundraising counsel or professional solicitor shall be voidable at the option of the charitable organization. (c) Whenever a charitable organization contracts with a professional fundraising counsel or professional solicitor, the charitable organization shall have the right to cancel the contract without cost, penalty, or liability, for a period of ten days following the date on which that contract is executed. Any provision in the contract that is intended to waive this right of cancellation shall be void and unenforceable. (d) A charitable organization may cancel a contract pursuant to subsection by serving a written notice of cancellation on the professional fundraising counsel or professional solicitor. If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon receipt by the professional fundraising counsel or professional solicitor. The notice shall be sufficient if it indicates that the charitable organization does not intend to be bound by the contract. (e) Any funds collected after effective notice that a contract has been canceled shall be deemed to be held in trust for the benefit of the charitable organization without deduction for cost or expenses of any nature. A charitable organization shall be entitled to recover all funds collected after the date of cancellation.

Illinois - All contracts entered into by a professional fund raiser to conduct a fundraising campaign for a charitable purpose or charitable organization must be in writing in conformity with this Act. A true and correct copy of each contract shall be filed by the professional fund raiser and the charitable trustee or organization who is party thereto with the Attorney General prior to the conduct of a fundraising campaign under the contract and annually by the professional fund raiser at and with each re-registration. Each professional fund raiser shall pay an annual filing fee of \$25 for each active contract filed or on file under this Act. The fee shall be paid at initial and annual re registration. True and correct copies of such contracts shall be kept on file in the offices of the charitable organization and the professional fund raiser during the term thereof and until the expiration of a period of 3 years subsequent to the date the solicitation of contributions provided for therein actually terminates. Any person who violates the provisions of this Section is guilty of a Class A misdemeanor. (1) Any contract between a trust or charitable organization and a professional fund raiser must contain an estimated reasonable budget disclosing the target amount of funds to be raised over the contract period, the type and amount of projected expenses related thereto, and the amount projected to be paid to the charitable organization. In addition, the contract shall disclose the period of its duration, the geographic scope for fundraising, describe the methods of fundraising to be employed and provide assurance of record keeping and accountability. If the contract provides that the professional fund raiser will retain or be paid a stated percentage of the gross amount raised, an estimate of the target gross amount to be raised and to be paid to charity shall be stated in the contract. If the contract provides for payment on an hourly rate for fund raising, the total estimated hourly amount, as well as the estimated number of hours to be spent in fund raising, shall be stated. (2) All professional fund raiser contracts shall be approved and accepted by a majority of the charitable organization's trustees, and in the case of a not for profit charitable corporation, by its president and at least one member of its Board of Directors, and the contract shall recite said approval and acceptance by certification by a trustee or the corporation's president. (3) All professional fund raiser contracts shall disclose the amounts of all commissions, salaries and fees charged by the fund raiser, its agents, employees and solicitors and the method used for computing such. (4) If the professional fund raiser, its agents, solicitors or employees or members of the families thereof own an interest in, manage or are a supplier or vendor of fund raising goods or services, the relationship shall be fully disclosed in the contract, as well as the method of determining the related supplier's or vendor's charges. (5) Any person who knowingly violates any provision of this Section may be subject to injunctive relief and removal from office. Failure to file a contract and pay the prescribed annual contract filing fee prior to conducting a fund raiser for an organization shall in addition to other relief subject the professional fund raiser to a late filing fee of \$1,000 for each contract not timely filed. (6) A professional fund raiser or professional solicitor that materially fails to comply with this Section shall not be entitled to collect or retain any compensation, commission, fee or salary received in any campaign in which the violation occurs. Upon application, by the Attorney General to a court of competent jurisdiction, the court may apply equitable considerations in enforcing this Section. (7) If the professional fund raiser, in the course of raising funds, is also providing charitable education program services to the public, the charitable organization shall approve or provide to the fund raiser a written text of all public educational program materials to be disseminated when fund raising, copies of which shall be maintained by the parties.

Indiana - Before a professional solicitor engages in a solicitation, the professional solicitor must have a contract which is filed with the division. This contract must specify the percentage of gross contributions which the charitable organization will receive or the terms upon which a determination can be made as to the amount of the gross revenue from the solicitation campaign that the charitable organization will receive. The amount of gross revenue from the solicitation campaign that the charitable organization will receive must be expressed as a fixed percentage of the gross revenue or expressed as a reasonable estimate of the percentage of the gross revenue. If a reasonable estimate is used, the contract must clearly disclose the assumptions or a formula upon which the estimate is based. If a fixed percentage is used, the percentage must exclude any amount that the charitable organization is to pay as expenses of the solicitation campaign, including the cost of the merchandise or services sold. If requested by the charitable organization, the person who solicits must at the conclusion of a charitable appeal provide to the charitable organization a final accounting of all expenditures. The final accounting may not be used in violation of any trade secret laws. The contract must disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from the professional solicitor for the three (3) years preceding the year in which the contract is formed. The contract also must specify that, at least every ninety (90) days, the professional solicitor shall provide the charitable organization with access to and use of information concerning contributors, including the name, address, and telephone number of each contributor and the date and amount of each contribution. A professional solicitor may not restrict a charitable organization's use of contributor information. Before beginning a solicitation campaign, a professional solicitor must file a solicitation notice with the division. The notice must include the following: A copy of the contract.

Kentucky – (1) A contract between a charitable organization and a professional solicitor or a charitable organization and a fundraising consultant shall be in writing. The contract shall be signed by two (2) authorized officials of the charitable organization, one (1) of whom shall be a member of the organization's governing body and the authorized contracting officer for the professional solicitor or fundraising consultant. (2) The contract shall clearly state: (a) The respective obligations of each party; (b) The percentage of the gross revenue from the campaign that the charitable organization will receive; (c) The goods or services to be offered to the public; (d) The geographic area where the campaign will take place; (e) The date the campaign will begin and end; (f) A fundraising budget; and (g) Provisions for a final accounting. The contract shall also identify the services to be provided by the professional solicitor or the fundraising consultant and shall indicate whether the solicitor or the consultant will, at any time, have custody of any contributions. The contract may further be defined by administrative regulations promulgated by the Attorney General pursuant to this section. (3) At least fourteen (14) calendar days prior to the performance of any service pursuant to the contract, a professional solicitor or fundraising consultant shall file with the Attorney General a copy of the contract. No solicitation pursuant to the contract shall begin until the Attorney General has certified that the contract meets the statutory requirements. (4) When filing the contract, a professional solicitor shall also file a written promotion registration statement with the Attorney General. The statement shall be attested to by the professional solicitor's authorized contracting officer and shall be in the form as prescribed by the Attorney General in administrative regulations. The contract filed by a professional solicitor shall be valid only if it complies with this section and is accompanied by a promotion registration statement. (5) No professional solicitor or fundraising consultant shall contract with a charitable organization unless the professional solicitor or fundraising consultant is registered with the Attorney General. A contract with an unregistered professional solicitor or fundraising consultant shall be violable at the option of the charitable organization.

Maine - All contracts entered into between a professional solicitor and any charitable organization, whether or not the organization is exempted under section 5006, must be in writing, and a true and correct copy of each contract must be filed by the professional solicitor, who is a party to the contract with the office before services are performed under the contract. The contract must contain the following: A. A statement of the charitable purpose for which a solicitation campaign is being conducted; B. In the case of a professional solicitor, a statement of the percentage of gross proceeds collected to be paid to the charitable organization; and C. The signatures and legibly printed or typed names of individuals representing the contracting parties. Contracts must be kept on file in the offices of the charitable organization and the professional solicitor during the term of the contract and for 3 years after the date of solicitation of contributions provided for in the contract.

Maryland - Written agreement - An agreement between a charitable organization and a fund-raising counsel or professional solicitor and any subcontract or other contract in furtherance of such an agreement shall be in writing. Copy to Secretary of State.- A fund-raising counsel or professional solicitor shall submit to the Secretary of State a copy of all agreements under subsection (a) on or before the earlier of: (1) the tenth day after the agreement is made; or (2) the start of a charitable solicitation. Contents of text used in charitable solicitation.- The text that a professional solicitor or associate solicitor uses in a charitable solicitation shall be attached to the agreement and shall include: (1) the name of the charitable organization for which the charitable solicitation is made; (2) the specific charitable purpose that is to be advanced with charitable contributions as shown in the registration statement; and (3) A statement that the person who solicits charitable contributions: (i) is a paid fund-raiser; and (ii) on request, will provide a copy of the charitable organization's financial statement. Agreement with person engaged to receive or hold contributions. - An agreement between a professional solicitor, fund-raising counsel, or charitable organization and a person engaged to receive or hold contributions resulting from a professional solicitor or fund-raising counsel agreement shall be attached to the professional solicitor or fund-raising counsel agreement filed with the Secretary of State. Prohibited provisions.- An agreement between a charitable organization and a fund-raising counsel or professional solicitor may not contain a provision that states: (1) that the charitable organization may not use contributions from a solicitation for its charitable purposes until some or all fund-raising expenses have been paid; or (2) that the professional solicitor or fund-raising counsel may engage in a direct mail or other solicitation in the charity's name for the purpose of paying or offsetting preexisting fund-raising expenses. A person may not act as a professional solicitor unless the person's agreement with the charitable organization states: (1) the names and addresses of the parties; (2) the minimum percentage of the gross receipts from charitable solicitations that will be used by the charitable organization exclusively to advance its charitable purposes; (3) the text that the professional solicitor or associate solicitor will use in each charitable solicitation; and (4) any other information that the Secretary of State requires by regulation.

Massachusetts - Section 22. (a) Every contract or agreement between a professional fund-raising counsel or a commercial co-venturer or a professional solicitor and a charitable organization required to have a certificate of registration pursuant to section nineteen shall be in writing, signed by two officers of the charitable organization, and filed with the director of the division within ten days after such contract or agreement is entered into. No solicitation shall be conducted prior to the filing of such contract or agreement. (b) Every contract or agreement between a professional solicitor or a commercial co-venturer and a charitable organization shall include: (1) a statement of the charitable purposes to be described in the solicitation; and (2) a statement of the guaranteed minimum percentage of the gross receipts from fund-raising which will be utilized exclusively for the charitable purposes described in the solicitation. (Form 10A also required to be submitted with each contract prior to commencing solicitation).

Michigan - A true and correct copy of the contract between the professional fund raiser and the charitable organization must be submitted with the application and kept on file by the professional fund raiser and the charitable organization during the term of employment and for six (6) years subsequent to the date the solicitation of contributions provided for therein actually terminates. The contract must show the legal name and the accurate mailing address for the professional fundraiser and the charitable organization. (The application for a license shall include Copies of contracts between charitable organizations and professional fund raisers relating to financial compensation or profit to be derived by the professional fund raisers. When the contract is executed after filing of application statement, a copy shall be filed within 10 days of the date of execution).

Minnesota - c) The professional fund-raiser shall also include, as part of the registration statement, a copy of the contract between the charitable organization and the professional fund-raiser. The contract shall: (1) be in writing; (2) contain information as will enable the attorney general to identify the services the professional fundraiser is to provide, including whether the professional fund-raiser will at any time have custody of contributions; and (3) if the professional fund-raiser or any person the professional fund-raiser employs, procures, or engages, directly or indirectly, solicits in this state, the contract shall disclose the percentage or a reasonable estimate of the percentage of the total amount solicited from each person which shall be received by the charitable organization for charitable purposes. The stated percentages required by this section and section 309.556, subdivision 2, shall exclude any amount which the charitable organization is to pay as expenses of the solicitation campaign, including the cost of merchandise or services sold or events staged. (d) The registration statement shall also include the financial report for previous campaigns conducted by the professional fund-raiser in this state as set forth in subdivision 4. Subd. 3. Solicitations on behalf of charity; written authorization. No professional fund-raiser shall use the name of or solicit on behalf of any charitable organization unless such solicitor has written authorization from two officers of such organization, a copy of which shall be filed with the attorney general. Such written authorization shall conform to the requirements of the contract described in subdivision 2, clause (c).

Mississippi - All contracts entered into between professional fund-raisers or fund-raising counsel and charitable organizations shall be in writing and a true and correct copy of such contract shall be filed by the professional fund-raiser or fund-raising counsel who is a party thereto with the Secretary of State at least ten (10) days prior to the performance by the professional fund-raiser or fund-raising counsel of any service. The contract must be signed by two (2) authorized officials of the charitable organization, one (1) of whom must be a member of the organization's governing body, and the authorized contracting officer for the professional fund-raiser or fund-raising counsel. True and correct copies of such contracts shall be kept on file in the offices of the charitable organization and the professional fund-raiser or fund-raising counsel during the term thereof and until the expiration of a period of three (3) years subsequent to the date the solicitation of contributions provided for therein actually terminates. The contract shall contain all of the following provisions: (a) The legal name and address of the charitable organization as registered with the Secretary of State, unless that charitable organization is exempt from registration; (b) A statement of the charitable purpose for which the solicitation campaign is being conducted; (c) A statement of the respective obligations of the professional fund-raiser or fund-raising counsel and the charitable organization; (d) A clear statement of the fees or rate which will be paid to the professional fund-raiser or fund-raising counsel; (e) The effective and termination dates of the contract and the date services will commence with respect to the solicitation in this state of contributions for a charitable organization; Dates in which solicitation will begin and end in the State of Mississippi are from June 1, 2010 to August 31, 2010. (f) For fund-raising counsel, a statement that the fund-raising counsel will not at any time have custody or control of contributions; (g) A statement that the charitable organization exercises control and approval over the content and volume of any solicitation; and (h) Any other information required by the rules of the Secretary of State.

New Hampshire - (a) There shall be a written contract between a paid solicitor and a charitable trust which shall clearly state: (1) The respective obligations of the paid solicitor and the charitable trust. (2) The amount of the gross revenue from the solicitation campaign that the charitable trust shall receive. Said amount shall be expressed as a fixed percentage of the gross revenue or as a reasonable estimate of the gross revenue, subject to and in accordance with the provisions of subparagraphs (b), (c), and (d) of this paragraph. (3) In addition, for charitable trusts defined under RSA 7:28-c, l(b) and any political subdivision of the state of New Hampshire: that the name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of the charitable trust with no rights to transfer, sell, rent, or otherwise cause to be used except by the originating charitable trust. (b) If the compensation of the paid solicitor is contingent upon the number of contributions or the amount of revenue received from the solicitation campaign, the stated amount shall be expressed as a fixed percentage of the gross revenue. (c) If the compensation of the paid solicitor is not contingent upon the number of contributions or the amount of revenue received, The stated assumptions shall be based upon all of the relevant facts known to the paid solicitor regarding the solicitation to be conducted as well as the past performance of solicitations conducted by the paid solicitor. If the stated amount is a reasonable estimate, rather than a fixed percentage of the gross revenue, the contract shall also provide that the charitable trust is guaranteed a percentage of the gross revenue which is no less than the reasonable estimate less 10 percent of the gross revenue. (d) The stated percentages required by subparagraphs (b) and (c) shall exclude any amount which the charitable trust is to pay as expenses of the solicitation campaign, including the cost of merchandise or services sold or events staged. (e) The paid solicitor shall provide the charitable trust with access to and use of the donor list data base both during and after the solicitation campaign. In addition, for charitable trusts defined under RSA 7:28-c, l(b) and any political subdivision of the state of New Hampshire: that the name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of the charitable trust with no rights to transfer, sell, rent, or otherwise cause to be used except by the originating charitable trust.

New Jersey - The relationship between a charitable organization and a fund raising counsel or independent paid fund raiser shall be set forth in a written contract. The relationship between a fund raising counsel or independent paid fund raiser and any other fund raising counsel or independent paid fund raiser shall be set forth in a written contract. The fund raising counsel or independent paid fund raiser shall file a copy of all such contracts with the Attorney General at least 10 business days prior to the performance by the fund raising counsel or independent paid fund raiser of any service within this State. It shall be unlawful for any solicitation pursuant to any contract to begin before the Attorney General has reviewed the contract pursuant to section 5 of this act. All such contracts shall be signed by two authorized officials of the charitable organization, one of whom must be a member of the organization's governing body, and the authorized contracting officer for the fund raising counsel or independent paid fund raiser. Performance of any contract filed for review shall not foreclose the Attorney General from enforcing the contract requirements established by P.L.1994, c.16 (C.45:17A-18 et seq.) and the rules adopted pursuant thereto or taking other appropriate action. For the purposes of this subsection, the term "relationship" shall include, but not be limited to, any contract, agreement, assignment or arrangement or any other obligation relating to the solicitation of contributions. e. All contracts for a fund raising counsel or independent paid fund raiser either of whom at any time has or intends to have custody, control, possession or access to a charitable organization's solicited contributions, shall contain the following: (1) A statement of the respective obligations of the fund raising counsel, the independent paid fund raiser, and the charitable organization; (2) A clear statement of the fees or rate which will be paid to the fund raising counsel or independent paid fund raiser; (3) The projected commencement and termination dates of the solicitation campaign; (4) A statement as to whether the fund raising counsel or independent paid fund raiser will have custody, control or access to contributions; (5) A statement as to the guaranteed minimum percentage of the gross receipts from contributions which will be remitted to the charitable organization, if any, or if the solicitation involves the sale of goods, services or tickets to a fundraising event, the percentage of the purchase price which will be remitted to the charitable organization, if any. Any stated percentage shall exclude any amount which the charitable organization is to pay as fund raising costs; (6) A statement of the percentage of the gross revenue from which the independent paid fund raiser will be compensated and the fixed fee or rate at which the fund raising counsel will be compensated. If the compensation of the independent paid fund raiser is not contingent upon the number of contributions or the amount of revenue received, its compensation shall be expressed as a reasonable estimate of the percentage of the gross revenue, and the contract shall clearly disclose the assumptions upon which the estimate is based. If the compensation of the fund raising counsel is calculated on the basis of a rate and time, the statement shall include a reasonable estimate of the total fee and the contract shall clearly disclose the assumptions upon which the estimate is based. With respect to any such contract, the stated assumptions shall be based upon all of the relevant facts known to the fund raising counsel or independent paid fund raiser regarding the solicitation to be conducted by the independent paid fund raiser; (7) The bank and branch where all moneys will be deposited, each account number and, for each account, all authorized signatories for withdrawals; (8) Any other information as may be prescribed by the Attorney General.

New Mexico - The contract between the professional fundraiser and the charitable organization shall clearly describe the: (1) Compensation and authority of the professional fundraiser; (2) Solicitation campaign; (3) location and telephone numbers from where solicitations are intended to be conducted; (4) list of names and addresses of all employees, agents or other persons who are to solicit during the campaign; (5) copies of the solicitation literature, including scripts of any written or verbal solicitation. The charitable organization on whose behalf the professional fundraiser is acting shall certify that the contract and solicitation materials filed with the attorney general are true and complete. The contract shall be deemed “an intended contract” as that term is defined under New Mexico law that applies to the multi-state provision.

New York - 1. No person shall act as a professional fund raiser, fund raising counsel or commercial co-venturer before he has a written contract with the charitable organization or other person benefitting from his services. A professional fund raiser or fund raising counsel shall within ten days after its execution by the parties thereto file with the attorney general a copy of each contract entered into between such professional fund raiser or fund raising counsel and a charitable organization required to be registered pursuant to this article, certified under penalties for perjury by said professional fund raiser or fund raising counsel to be a true and correct copy of such contract. When the services to be performed under such contracts include the oral solicitation of funds from the public, such oral presentations shall be deemed to be part of the contract and shall be reduced to a writing which in the case of a professional fund raiser shall be filed with the attorney general by the registrant at the time such contracts are filed. If there is any change in the presentation filed with the attorney general, the registrant shall notify the attorney general in writing within five days of such change. No services shall be performed under such a contract until the professional fund-raiser shall have received an acknowledgement from the attorney general of the receipt of a copy of such contract or such contract shall have been on file with the attorney general for at least fifteen days, whichever is shorter. Provided, however, that no services shall be performed pursuant to such contract if, within fifteen days of filing, the attorney general has notified the professional fund raiser or fund raising counsel and the charitable organization of any deficiencies in the contract and/or the registration and filing under this article. True and correct copies of such contracts shall be kept on file in the offices of the charitable organization and the professional fund raiser, fund raising counsel or commercial co-venturer during the term thereof and until the expiration of a period of three years subsequent to the date the solicitation of contributions provided for therein actually terminates. Within ninety days after the termination of any such contract, the professional fund raiser shall file with the attorney general a closing statement, signed under penalties for perjury by all parties to the contract on forms prescribed by the attorney general. Such statement shall disclose gross revenue, all expenditures incurred in the performance of the contract, and all funds paid to the professional fund raiser and charitable organization. In the event that a contract term is longer than a one year period, the professional fund raiser shall file an interim statement, at least annually. No person shall act as a sub-contractor on behalf of another professional fund raiser prior to obtaining a written contract with such professional fund raiser and written consent from the charity on whose behalf fundraising activities are to be conducted pursuant to such contract, and such written consent shall have been attached to such contract and filed with the attorney general pursuant to subdivision one of this section. Willful violation of this section shall be a misdemeanor. 2. Every contract between a professional fund raiser and a charitable organization shall contain or shall be deemed to contain a provision that within five days of receipt by the professional fund raiser or any other person the gross revenue received from any solicitation shall be deposited in a bank account under the exclusive control of the charity.

§ 174-a. Contracts with charitable organizations.

1. Whenever a charitable organization contracts with a professional fund raiser or fund raising counsel or commercial co-venturer, the charitable organization shall have the right to cancel the contract without cost, penalty, or liability for a period of fifteen days following the date on which said contract is filed with the attorney general pursuant to the provisions of this article, regardless of the date of execution of said contract. Any provision in the contract that is intended to waive this right of cancellation shall be void and unenforceable. 2. A charitable organization may cancel a contract signed pursuant to subdivision one of this section by a written notice of cancellation. If given by mail, cancellation shall be deemed effective when deposited in a mailbox, properly addressed and postage prepaid. The notice shall be sufficient if it states that the charitable organization does not intend to be bound by the contract. 3. Whenever a charitable organization cancels a contract pursuant to the provisions of this section, it shall mail a duplicate copy of notice of cancellation to the attorney general, at the address designated for that purpose. 4. Every contract entered into pursuant to subdivision one of this section shall contain, in a conspicuous typeface: (a) a concise, accurate statement of the charitable organization's right to cancel; (b) a concise, accurate statement of the period during which the contract may be cancelled; (c) the address to which the notice of cancellation is to be sent; (d) the address of the attorney general to which a duplicate of the notice of cancellation is to be sent; and (e) a clear statement of the financial arrangement including, if applicable, a statement of the percentage of the total funds collected on behalf of the charitable organization which shall be paid to the professional fund raiser or any other person for purposes other than the exclusive benefit of the charitable organization.

(1) Charity's right to cancel this contract: It is understood by the parties that the charitable organization has the right under New York State law to cancel this contract and that the charitable organization is not required to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, the charitable organization may cancel this contract without cost, penalty or liability if the charitable organization notifies the professional fund raiser or fund raising counsel in writing as provided below. (2) Period during which contract may be cancelled: If the professional fund raiser or fund raising counsel is registered with the New York State Charities Bureau, the charitable organization may cancel this contract at any time up to and including the fifteenth day after this contract was filed by the professional fund raiser or fund raising counsel with the New York State Charities Bureau, regardless of the execution date of the contract. If, however, the professional fund raiser is not registered with the New York State Charities Bureau at the time this contract is signed, the charitable organization may cancel this contract at any time after it is signed. (3) Procedure for canceling this contract: The charitable organization may cancel this contract by giving the professional fund raiser or fund raising counsel written notice of cancellation. This notice may be in the form of a letter stating that the charitable organization does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to the professional fund raiser or fund raising counsel. If mailed, it must be sent to the professional fund raiser or fund raising counsel at the following address:

TrueSense Marketing/TSM Donor Engagement Team, Inc.
 Attn: Contracts and Compliance
 155 Commerce Drive
 Freedom, PA 15042

The charitable organization must also mail a copy of the notice of cancellation to the State of New York, Office of the Attorney General, Charities Bureau, The Capitol, Albany, NY 12224, if applicable.

(4) When the cancellation is effective: If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to the professional fund raiser or fund raising counsel. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

(5) Contracts with professional fundraisers must also contain the following: 1. The names, addresses, and New York State registration numbers of both parties to the contract; 2. The signatures and dates of signature of the parties to the contract; 3. The beginning and expiration dates of the contract; 4. The terms of the contract, including a clear description of the services to be performed by the professional fund raiser or fund raising counsel; and 5. A clear statement of the financial arrangement between the parties which shall include, if applicable, a statement of: (a) the percentage or dollar amount of the total funds collected on behalf of the charitable organization which shall be retained by or paid to the professional fund raiser for purposes other than the exclusive benefit of the charitable organization's charitable purposes, (b) the fixed fee if any to be received by the professional fund raiser or fund raising counsel, (c) all contractual expenses to be incurred by the professional fund raiser or fund raising counsel but charged to the charitable organization or subsequently deducted from the gross receipts. Such list shall contain specific dollar amounts or projected estimates of these costs; and (d) the costs per unit for the services to be provided and the projected number of units to be provided.

North Carolina - Contracts – Each contract or agreement between a solicitor and a charitable organization or sponsor for each solicitation campaign shall be in writing, shall be signed by two authorized officials of the charitable organization or sponsor, one of whom shall be a member of the organization's governing body and one of whom shall be the authorized contracting officer for the solicitor. Each contract or agreement shall contain all of the following provisions: (1) A statement of the charitable or sponsor purpose and program for which the solicitation campaign is being conducted. (2) A statement of the respective obligations of the solicitor and the charitable organization or sponsor. (3) A statement of the guaranteed minimum percentage of the gross receipts from contributions which will be remitted to the charitable organization or sponsor. If the solicitation involves the sale of goods, services, or tickets to a fund raising event, the percentage of the purchase price which will be remitted to the charitable organization or sponsor. Any stated percentage shall exclude any amount which the charitable organization or sponsor shall pay as fund raising costs. (4) A statement of the percentage of the gross revenue for which the solicitor shall be compensated. If the compensation of the professional solicitor is not contingent upon the number of contributions or the amount of revenue received, the compensation shall be expressed as a reasonable estimate of the percentage of the gross revenue, and the contract shall clearly disclose the assumptions upon which the estimate is based. The stated assumptions shall be based upon all of the relevant facts known to the solicitor regarding the solicitation to be conducted by the solicitor. (5) The effective and termination dates of the contract.

North Dakota - The professional fundraiser shall also include, as part of the registration statement, a copy of the contract between any charitable organization and the professional fundraiser. The contract must: a. Be in writing; b. Contain information that will enable the secretary of state to identify the services the professional fundraiser is to provide, including whether the professional fundraiser will at any time have custody of contributions; and c. Be submitted within ten days of the date of execution.

Ohio - (A) Every contract entered into by any professional solicitor with any charitable organization shall be in writing, shall clearly state the respective obligations of the professional solicitor and the charitable organization, and shall contain the percentage of the gross revenue from the solicitation campaign that the charitable organization will receive. That percentage shall be either a fixed percentage of the gross revenue or a reasonable estimate of the percentage of the gross revenue, subject to and in accordance with divisions (A)(1), (2), and (3) of this section. (1) If the compensation of the professional solicitor is contingent upon the number of contributions or the amount of revenue received from the solicitation campaign, the stated percentage of the gross revenue that the charitable organization will receive shall be a fixed percentage of the gross revenue. (2) If the compensation of the professional solicitor is not contingent upon the number of contributions or the amount of revenue received from the solicitation campaign, the stated percentage of the gross revenue that the charitable organization will receive shall be a reasonable estimate of the percentage of the gross revenue, and the contract shall include the following: (a) The assumptions upon which the estimate is based, which assumptions shall be based upon all of the relevant facts known to the professional solicitor regarding the solicitation to be conducted and the past performance of the solicitation campaigns conducted by the professional solicitor; (b) A provision that the charitable organization is guaranteed a percentage of the gross revenue that is not less than ninety per cent of the amount of the reasonable estimate of that percentage. (3) The stated percentages prescribed in divisions (A)(1) and (2) of this section shall exclude any amount that the charitable organization, pursuant to the contract entered into with the professional solicitor, will pay as expenses of the solicitation campaign, including the costs of merchandise or services sold or events staged. Prior to the commencement of any solicitation, the professional solicitor shall file a copy of the contract between the professional solicitor and the charitable organization with the attorney general. The contract must include the respective obligations of the parties, and the percentage of gross revenue from the solicitation campaign that the charitable organization will receive along with other required information.

Oklahoma - All contracts or other agreements entered into by professional fund raisers and charitable organizations shall be in writing and true and correct copies thereof shall be kept on file in the offices of the charitable organization and the professional fund raiser for a period of five (5) years from the date of solicitation of contributions provided for therein actually commences. These contracts shall be available for inspection and examination by the Office of the Attorney General and other authorized agencies. At least one copy of every contract or other agreement shall be on file at all times in that office and shall be available to the general public as a matter of public record.

Contracts with professional fund raisers must include the following: 1. The respective obligations of each party; 2. The compensation arrangement. If the compensation payable to the professional fundraiser is based on a percentage or formula, the contract shall state the percentage of the gross revenue derived in connection with the solicitation that the charitable organization will receive or other formula for payment; 3. Any goods or services to be offered to the public; 4. The geographic area where the campaign will take place; 5. In the case of a contract with a professional fundraiser, the period of time or periods during which solicitations are to be conducted, which may be specific periods, estimated or projected time frames, or continuous, and which may involve different periods for different types of solicitations by the same charitable organization; 6. A fundraising budget, if available; and 7. Provisions for a final accounting of contributions raised and expenses incurred. The contract shall also describe in reasonable detail the services to be provided by the professional fundraiser and shall clearly state whether the professional fundraiser may, at any time, have custody, possession or control of any contributions.

Oregon - Contract must be submitted.

Pennsylvania - (e) Contract filing.--No less than ten working days prior to the commencement of each solicitation campaign, event or services, a professional solicitor shall file with the department a copy of the contract described in subsection (f) and a written solicitation notice. No solicitation or services pursuant to the contract shall begin before the department has approved the contract pursuant to subsection (g). The solicitation notice shall be accompanied by a fee of \$25 and shall be signed and sworn to by the authorized contracting officer for the professional solicitor. If more than one event or campaign is conducted under a contract, then a solicitation notice addendum must be filed no less than ten working days prior to the commencement of each additional event or campaign. No additional fee is required to file the addendum. The solicitation notice and addendum shall contain all of the following information: (1) A description of the solicitation event or campaign. (2) Each location and telephone number from which the solicitation is to be conducted. (3) The legal name and resident address of each person responsible for directing and supervising the conduct of the campaign and each person who is to solicit during the campaign. (4) A statement as to whether the professional solicitor will at any time have custody or control of contributions. (5) The account number and location of each bank account where receipts from the campaign are to be deposited. (6) A full and fair description of the charitable program for which the solicitation campaign is being carried out. (7) The date the solicitation campaign or event will begin or be held within this Commonwealth and the termination date for each campaign or event. (8) Any other information required by the regulations of the department. (f) Written contract.--There shall be a written contract between a professional solicitor and a charitable organization for each solicitation campaign which shall be signed by two authorized officials of the charitable organization, one of whom must be a member of the organization's governing body, and the authorized contracting officer for the professional solicitor and which shall contain all of the following provisions: (1) The legal name and address of the

charitable organization as registered with the department, unless that charitable organization is exempt from registration. (2) A statement of the charitable purpose for which the solicitation campaign is being conducted. (3) A statement of the respective obligations of the professional solicitor and the charitable organization. (4) A statement of the guaranteed minimum percentage of the gross receipts from contributions which will be remitted to or retained by the charitable organization, if any, or, if the solicitation involves the sale of goods, services or tickets to a fundraising event, the percentage of the purchase price which will be remitted to the charitable organization, if any. Any stated percentage shall exclude any amount which the charitable organization is to pay as fundraising costs. (5) A statement of the percentage of the gross revenue which the professional solicitor will be compensated. The stated percentage shall include any amount which the professional solicitor is to be reimbursed as payment for fundraising costs. If the compensation of the professional solicitor is not contingent upon the number of contributions or the amount of revenue received, his compensation shall be expressed as a reasonable estimate of the percentage of the gross revenue, and the contract shall clearly disclose the assumptions upon which the estimate is based. The stated assumptions shall be based upon all of the relevant facts known to the professional solicitor regarding the solicitation to be conducted by the professional solicitor. (6) The effective and termination dates of the contract, or, if the contract does not have a set termination date, the contract shall contain a clause allowing either party a reasonable period to terminate the contract or notify the other party if either party chooses not to renew. The contract shall also contain the date solicitation activity is to commence within this Commonwealth. (7) Any other information required by the regulations of the department.

Rhode Island - (a) No person shall act as a professional fundraiser or fundraising counsel before he, she or it has a written contract with the charitable organization. A true and correct copy of each contract entered into between a professional fundraiser or fundraising counsel and a charitable organization shall be filed by the professional fundraiser or fundraising counsel who is a party to the contract with the director within ten (10) days after it is signed. True and correct copies of the contracts shall be kept on file in the offices of the charitable organization and the professional fundraiser or fundraising counsel during the term of the contract and until the expiration of a period of three (3) years subsequent to the date the solicitation of contributions provided for in the contract actually terminates. (b) Every contract between a professional fundraiser and a charitable organization shall contain or shall be deemed to contain a provision that within five (5) days of receipt all funds received from solicitation shall be deposited in a bank account in the sole name of the charitable organization or shall be delivered to the organization for deposit.

South Carolina - (A) A contract or agreement between any professional fundraising counsel, professional solicitor, or commercial co-venturer and a charitable organization must be in writing and filed, along with a Notice of Solicitation form, with the Secretary of State at least ten days before the professional fundraising counsel, professional solicitor, or commercial co-venturer begins any solicitation activity or any other activity contemplated by the contract or agreement in this State. Solicitations or services pursuant to a contract may not begin in this State until the contract has been filed with the Secretary of State and until both the charitable organization and the professional solicitor or professional fundraising counsel are registered properly with the Secretary of State. (B) A contract filed pursuant to this section must disclose the following, if applicable: (1) legal name and alias name, address, and registration number, if any, of the professional solicitor, professional fundraising counsel, or commercial co-venturer; (2) legal name, address, and registration number of the charitable organization; (3) name and residence address of each person directing or supervising the contract solicitation services; (4) description of the event or campaign; (5) date the solicitation or campaign commences; (6) date the solicitation or campaign terminates; (7) statement of the guaranteed minimum percentage of gross receipts to be remitted or retained by the charitable organization, excluding the amount which the charitable organization must pay for fundraising costs; (8) statement of the percentage of gross receipts with which the professional solicitor, professional fundraising counsel, or commercial co-venturer is compensated, including the amount the professional solicitor, professional fundraising counsel, or commercial co-venturer must be reimbursed as payment for fundraising costs; and (9) if applicable, the maximum dollar amount that will benefit the charitable organization. (C) Every Notice of Solicitation form filed pursuant to this section must disclose: (1) legal name and alias name, address, and registration number of the professional solicitor, professional fundraising counsel, or commercial co-venturer; (2) legal name, address, and registration number of the charitable organization; (3) date the solicitation activity commences and terminates; (4) name and residence address of phone room directors for any solicitation activities; (5) location, including physical address, and telephone numbers from which the solicitation activity, including telephone solicitations, is conducted; (6) description of all solicitation activity; and (7) the terms of remuneration for the campaign or event pursuant to the contract.

South Dakota - A contract between a paid solicitor and a charitable organization shall be in writing, shall clearly state the respective obligations of the paid solicitor and the charitable organization and shall state the minimum amount which the charitable organization shall receive as a result of the solicitation campaign, which minimum amount shall be stated as a percentage of the gross revenue. Such minimum amount may not include any amount which the charitable organization is to pay as expenses of the solicitation campaign. Any violation of this section is a Class 1 misdemeanor. (A copy of the contract between the charitable organization and the paid solicitor must be provided with the registration form).

Tennessee - The charitable organization which intends to solicit contributions from or within this state, or have funds solicited on its behalf, shall, prior to any solicitation, file a registration statement with the secretary of state. Along with other information, a true copy of any contract or agreement with any professional solicitor, fundraising counsel, or any other person who is directly or indirectly involved with the solicitation of contributions, must be included with the registration statement. Contracts with professional solicitors must state the minimum amount or percentage, if any, which a charitable organization shall receive of revenues solicited, after solicitation expenses, as a result of a solicitation campaign.

Utah - (1) A professional fund raiser may only engage in activities on behalf of a charitable organization through written agreement with the organization. (2) A professional fund raising counsel or consultant may only engage in activities on behalf of a charitable organization through written agreement with the organization. (3) A charitable organization may only engage the services of a professional fund raiser or professional fund raising counsel or consultant through written agreement. (4) Copies of the agreement required by this section shall be attached to all applications for registration and or a permit.

Vermont - (a) Prior to soliciting in this state, a paid fundraiser shall enter into a written Contract with the charitable organization on whose behalf solicitations are to be made. The contract shall contain the following: (1) A minimum percentage of the gross receipts of the fundraising campaign to be paid to the charitable organization. (2) An itemized description of all expenses, commissions, and other amounts that are to be deducted from the receipts of the fundraising campaign, how they are to be calculated, and to whom they are to be paid. (3) An authorized signature of the charitable organization indicating approval of the terms of the contract. (4) The following statement in immediate proximity to the signature of the charitable organization, in a minimum size of ten points: Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within 60 days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information. (5) A provision that prohibits the paid fundraiser from restricting in any way the use by the charitable organization of the list of donors to the campaign. (b) Prior to commencing a solicitation, a paid fundraiser shall; (1) Provide to the charitable organization on whose behalf solicitations are to be made, the wording to be used by the paid fundraiser when conducting written solicitations and a copy of any script to be used in conducting telephone or in-person solicitation. (2) Obtain written approval from the charitable organization for the use of such wording and script. (c) A charitable organization may rescind any contract with a paid fundraiser and have all contributions in the possession of the paid fundraiser returned to the contributors if the contract or the paid fundraiser does not comply with this subchapter. (d) Upon application for state funds received through a grant or contract, a charitable organization shall disclose: (1) the actual percentage of gross receipts of any fundraising campaign paid to the charitable organization within the two previous fiscal years; and (2) The minimum contracted percentage of gross receipts to be paid by a paid fundraiser to the charitable organization in any current or known future fundraising campaign. (A copy of the contract with a notice of solicitation form must be filed with the attorney general).

Virginia - (A) Every contract or agreement between professional fund-raising counsel and a charitable or civic organization must be in writing and shall be filed with the Commissioner within ten days after such contract or written agreement is entered into. (B) Every contract or a written statement of the nature of the arrangement to prevail in the absence of a contract, between a professional solicitor and a charitable or civic organization shall be filed with the Commissioner at least ten days prior to commencement of the contract. (C) All agreements and arrangements between professional fund-raising counsel and charitable or civic organizations must be reduced to writing before executed or acted upon. (D) At least ten days prior to the commencement of each solicitation campaign, the solicitor shall file with the Commissioner a copy of the contract entered into with any charitable or civic organization and shall file a completed "Solicitation Notice" on forms prescribed by the Commissioner. The Solicitation Notice shall be in writing and under oath, and shall include a description of the solicitation event or campaign, the projected starting and ending dates of the campaign, and the location and telephone number from which the solicitation will be conducted. The charitable or civic organization on whose behalf the solicitor is acting shall certify that the Solicitation Notice and accompanying material are true and complete.

Washington - (1) A commercial fund-raiser and charitable organization entering into a contract shall register the contract by completing the contract registration form, attaching a copy of the written contract, and filing the form and contract with the secretary. The contract shall be registered before the commencement of the campaign. (2) The charitable organization is responsible for registering the contract. (3) The fee for registering a contract under this section is ten dollars. (4) Both the contract and registration form shall be signed by the commercial fund-raiser owner or principal and the charitable organization president, treasurer, or comparable officer. (5) In addition to the statutory requirements of RCW 19.09.097, the terms of the contract shall specify who will maintain the donor list. RAC 19.09.097 (1) No charitable organization may contract with a commercial fund raiser for any fund raising service or activity unless its contract requires that both parties comply with the law and permits officers of the charity reasonable access to: (a) The fund raisers'

financial records relating to that charitable organization; (b) the fund raisers' operations including without limitation the right to be present during any telephone solicitation; and (c) the names of all of the fund raisers' employees or staff who are conducting fund raising or charitable solicitations on behalf of the charitable organization. In addition, the contract shall specify the amount of raised funds that the charitable organization will receive or the method of computing that amount, the amount of compensation of the commercial fundraiser or the method of computing that amount, and whether the compensation is fixed or contingent. Included with the registration shall be: (g) The terms of the agreement between the charitable organization and commercial fund raiser relating to: (i) Amount or percentages of amounts to inure to the charitable organization; (ii) Limitations placed on the maximum amount to be raised by the fund raiser, if the amount to inure to the charitable organization is not stated as a percentage of the amount raised; (iii) Costs of fund raising that will be the responsibility of the charitable organization, regardless of whether paid as a direct expense, deducted from the amounts disbursed, or otherwise; and (iv) The manner in which contributions received directly by the charitable organization, not the result of services provided by the commercial fund raiser, will be identified and used in computing the fee owed to the commercial fund raiser; and (h) The names of any entity to which more than ten percent of the total anticipated fund raising cost is to be paid, and whether any principal officer or owner of the commercial fund raiser or relative by blood or marriage thereof is an owner or officer of any such entity. (3) A correct copy of the contract shall be filed with the secretary before the commencement of any campaign.

West Virginia - (b) Every written contract or agreement between a professional solicitor and a charitable organization shall be filed by the professional solicitor with the secretary of state within ten days after said parties have entered into such agreement or contract. In the absence of a written contract or agreement between a professional solicitor and a charitable organization, a written statement of the nature of the arrangement to prevail in lieu thereof shall be filed. (c) Each statement must clearly provide the amount, percentage or other method of compensation to be received by the professional solicitor or professional fund-raising counsel as a result of the contract or arrangement. (d) Each charitable organization, as part of its registration as required in section five of this article, shall file with the secretary of state copies of all documents reflecting the final settlement amounts for a solicitation contract or, in the case of multiple year contracts, documents reflecting the total amount of money, funds or other property raised and expenses incurred by the professional fund-raising counselor professional solicitor in a fiscal year. (e) For purposes of this section, the total moneys, funds, pledges or other property raised or received shall not include the actual cost to the charitable organization or professional solicitor of goods sold or service provided to the public in connection with the soliciting of contributions.

Wisconsin - (a) A professional fund-raiser and a charitable organization that is required to be (b) registered under s. 440.42 (1) shall enter into a written contract that clearly states (c) the respective obligations of the professional fund-raiser and the charitable organization (d) and states the amount of gross revenue, raised under the contract, that the charitable (e) organization will receive. The amount of the gross revenue that the charitable organization (f) will receive shall be expressed as a fixed percentage of the gross revenue or as an (g) estimated percentage of the gross revenue, as provided in pars. (b) to (d). (b) If the compensation received by the professional fund-raiser is contingent upon the amount of revenue received, the amount of the gross revenue that the charitable organization will receive shall be expressed as a fixed percentage of the gross revenue. (c) If the compensation received by the professional fund-raiser is not contingent upon the amount of revenue received, the amount of the gross revenue that the charitable organization will receive shall be expressed as an estimated percentage of the gross revenue. The estimate shall be reasonable and the contract shall clearly disclose the assumptions upon which the estimate is based. The assumptions shall be based upon all of the relevant facts known to the professional fund-raiser regarding the solicitation to be conducted and upon the past performance of solicitations conducted by the professional fund-raiser. If the amount of the gross revenue that the charitable organization will receive is expressed as an estimated percentage of the gross revenue, the contract shall also guarantee that the charitable organization will receive a percentage of the gross revenue that is not less than the estimated percentage minus 10% of the gross revenue. (d) The estimated or fixed percentage of the gross revenue that the charitable organization will receive excludes any amount which the charitable organization is to pay under the contract as expenses, including the cost of merchandise or services sold or events staged. Professional fundraiser contracts be in writing clearly stating the respective obligations of the professional fundraiser and charitable organization, and include the following: 1. The name of the professional fund-raiser; 2. The name of the charitable organization; 3. The beginning and expiration dates of the contract; 4. The terms of the contract, including a clear description of the services to be performed by the professional fund-raiser; 5. A clear statement of the financial arrangement between the professional fund-raiser and the charitable organization, including, if applicable, a statement of all of the following: (a) the percentage or dollar amount of the total funds collected on behalf of the charitable organization that shall be paid to, or retained by, the charitable organization; (b) the percentage or dollar amount of the total funds collected on behalf of the charitable organization that shall be paid to the professional fund-raiser or any other person for purposes other than the exclusive benefit of the charitable organization's charitable purposes; (c) the fixed fee, if any, to be received by the professional fund-raiser; (d) all contractual expenses to be incurred by the professional fund-raiser but charged to the charitable organization. This list of expenses shall contain specific dollar amounts or projected estimates of these costs; and (e) the costs per unit for the services to be provided and the projected number of units to be provided; 6. The signature of an owner or principal officer of the professional fund-raiser and the signatures of 2 authorized officers, directors, or trustees of the charitable organization.