

Turkey Trot Fundraising Event Agreement

This Agreement, entered into this day of September 1, 2013 between the County of Otsego, a Michigan municipal corporation of 225 W. Main Street, Gaylord, MI 49735, hereinafter called the "County", and Marines Toys for Tots Foundation, a 501(c)3 Non-profit Corporation of 18251 Quantico Gateway Drive, Triangle, VA 22172, hereinafter called the "Toys for Tots."

Witnesseth:

1. Term and Termination. The County agrees to agreement with Toys for Tots for the term beginning September 1, 2013 to and including December 31, 2013.

It is mutually understood and agreed that this Agreement does not confer any right to either the County or Toys for Tots beyond the expiration date of this Agreement.

It is further mutually understood that Otsego County is not donating or contributing any funds to the Toys for Tots program.

2. Performance. The County and Toys for Tots agree to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.

3. Description of Services. The County and Toys for Tots shall mutually organize and operate a fundraising race/walk at the Gaylord Regional Airport on November 28, 2013, being called the Otsego County Turkey Trot.

The County and Toys for Tots shall mutually approve expenditures in advance via their respective representatives.

Expenditures will be evenly split between each entity, with 50% of any cost incurred being paid directly by each party.

Revenues received for event registration, donations, or other, shall be deposited with the County. The County shall track the revenues and expenditures in its accounting system separately from any other County funds.

Profits realized from the Otsego County Turkey Trot, being funds remaining after all expenditures, shall be split evenly with 50% going to each party.

4. Hold Harmless. Toys for Tots shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement. Such indemnification shall survive the termination of this agreement. The County will similarly indemnify, defend and hold harmless Toys for Tots, its board, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement.

5. Insurance. Toys for Tots must maintain during the term of this Agreement the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

