



# MEMORANDUM OF UNDERSTANDING

## NextGenTreesUSA

This Memorandum of Understanding, (MOU) is entered into on

Date Signed (hereafter, "Effective Date"): Month \_\_\_\_\_ Day \_\_\_\_ Year \_\_\_\_\_

Effective for One Year. By and Between

NextGenTreesUSA, EIN: 26-1701113; P. O. Box 3343, Leesburg, VA 20177

Website: NextGenTreesUSA.com Office: 703-443-4571 Fax: 804-773-7080

Founder: Tom Boone, T: 301-537-8299 E: tomb@nextgentreesusa.com

and

School Name: \_\_\_\_\_ Office T: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Principal: \_\_\_\_\_ T: \_\_\_\_\_ E: \_\_\_\_\_

Key Contact: \_\_\_\_\_ T: \_\_\_\_\_ E: \_\_\_\_\_

Hereafter, "the Parties."

The Parties agree as follows:

1. **Purpose and Intention.** This MOU is a contract between NextGenTreesUSA (hereafter, "NGT"), and \_\_\_\_\_ (hereafter, "Partner School") to work with the school administration, PTA/PTO teams, teachers and students in an atmosphere of collaboration, resulting in an effective and efficient partnership regarding all matters related to conducting a successful fundraising campaign. The purpose of the campaign is to generate income for the school's enrichment programs, supplies, equipment, student experiences, and special projects.
2. **Responsibilities.** The Parties agree as follows:
  - a. **NGT** will provide three types of trees - Deciduous, Coniferous, and Decorative / Fruit – and ten species of those types to choose from. NGT will bundle and label the seedlings to be delivered in healthy condition to the school for dissemination along with planting instructions. Upon receipt, seedlings must be kept damp and cool and planted within 5 days.
  - b. **NGT** reserves the right to substitute, after consultation with the partner school, a similar tree if one chosen is unavailable from the supplier.
  - c. **NGT** will also provide a best practices Fundraising Guide with step-by-step guidance on how to maximize campaign fundraising initiatives.
  - d. **NGT** will provide customizable marketing materials for school administrations and PTA/PTO fundraising teams. NGT also provides fundraising and business expertise.

- e. **NGT**, at the conclusion of the campaign, including extended dates, if any, and as soon as all credit card and check payments have cleared NGT's bank, will send the funds to the partner school's key contact or designated official. The following expenses are deducted from the check: the cost of the seedlings, credit card fees and shipping costs. As soon as administratively possible, NGT will send a check for the remittance to the partner school's key contact or designated official.

3. **Responsibilities.** The Parties agree as follows:

- a. **Partner School** and the PTA/PTO fundraising teams will commit to building awareness for NGT's fundraising program throughout the school community. Messaging administrators, teachers, and student body often through emails, texts, etc., that highlight successes toward attaining the goal creates excitement! It is also very helpful to fully utilize online tools such as NGT's website, Facebook, and all the other social media platforms reaching out to various audiences spreading the good news.
- b. **Partner School** will designate a key contact – possibly the PTA or PTO lead - to partner with NGT, who will clearly and consistently communicate and coordinate with NGT and the school contact(s) throughout the fundraising process. Partner School affirms the key contact, or the appropriate person will have the authority to purchase seedlings and conduct business with NGT.
- c. **Partner School** will coordinate with NGT about a date for the shipping and receiving of the school's tree seedlings.

4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until the responsibilities of both Parties are satisfied, but in no event past one year from the Effective Date.

5. **Termination.** This Agreement may be terminated at any time by either Party upon 15 days written notice to the other party.

6. **Representations and Warranties.** Both Parties and authorized Agents represent that they are fully authorized to enter into this Agreement.

7. **Disclaimers.** Tree seedlings must be planted with care according to enclosed instructions within 5 days of receipt. NGT assumes no responsibility or liability for planting of any tree seedlings and in the sale thereof makes no warranties, expressed or implied, of merchantability or of fitness for a particular purpose and makes no warranties regarding the survival or rate of growth of any seedlings.

8. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors

and assigns that occurs in connection with this Agreement, whether or not a lawsuit is filed. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. **Limitation of Liability.** Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach. Further, notwithstanding anything to the contrary in this agreement or provided under any applicable law, no Party shall, in any event, be liable to another, either in contract or in tort, for any consequential, incidental, indirect, special, or punitive damage, whether or not such damages could have been reasonably foreseen by either Party.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by Virginia law.
12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing, to be signed by both parties.

The Parties have read and agree to the terms and conditions set forth above, and as demonstrated by their signatures as follows:

**School Representative**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NextGenTreesUSA**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Other Representative**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NextGenTreesUSA**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_