

**2018 MISSION VIEJO TEXAS HOLD'EM NON-PROFIT FUND-RAISING
POKER TOURNAMENT PARTICIPATION AGREEMENT**

This Agreement is entered into by and between _____, a nonprofit organization (“NON-PROFIT”) and the Mission Viejo Rotary Foundation (“ROTARY”).

RECITALS

A. ROTARY intends to conduct a Texas Hold’Em Non-Profit Fund-Raising Poker Tournament (“TOURNAMENT”) on April 14, 2018 in Mission Viejo, California. The ROTARY, through the TOURNAMENT, is providing an opportunity for qualified non-profit organizations to raise funds for charitable purposes.

B. ROTARY is offering to share proceeds with NON-PROFIT and NON-PROFIT desires to accept such proceeds and participate in the TOURNAMENT on the terms and subject to the conditions set forth herein.

AGREEMENT

1. **The Tournament.** The TOURNAMENT will be conducted as follows:

a. **Format.** The Tournament will be organized in a “playoff” format, with the winners from each initial table of no more than ten players graduating to the next round. Required blinds and raises will be increased throughout the evening to winnow the number of players to a final table of no more than ten players.

b. **Entry Fee.** The entry fee for players is \$65.00, payable at the time a player registers to attend the TOURNAMENT. Fifty dollars (\$50.00) of the entry fee will be paid back to the non-profit of the registrant’s choice. The initial entry fee includes an allocation of poker chips, a buffet style dinner, and a ticket for a prize raffle to be conducted during the evening. For non-players, the fee for attending is \$35.00, with \$15.00 being paid back to the non-profit of that registrant’s choice. All registrations paid by credit card will incur a \$2.00 transaction fee. Registrations after April 1, 2018 will be \$80.00 for players and \$45.00 for non-players.

Snacks, beer and wine will be available for purchase throughout the evening.

c. **Re-buys.** During the event, and subject to the discretion of the tournament director, players may purchase additional poker chips, (in amounts to be determined by tournament director), for \$20.00.

d. **Prizes.** Non-cash prizes will be awarded to all of those who make it to the “final table.” The winner of the final table will receive a non-cash prize valued at \$500.00.

- e. Silent Auction. In addition to poker, the event will feature silent auction items that players and non-players may bid upon. The time of opening and closing the silent auction is at the discretion of the tournament director.
- f. Entertainment. We are pleased that Roy Southerland aka “The Karaoke King” will provide entertainment for non-players and those who are knocked out of the tournament.
- f. Age Restriction. All players must be 21 years of age to participate in the TOURNAMENT.
- g. Rules. Complete tournament rules will be available at the event and at www.missionviejorotary.org.

2. **NON-PROFIT’s Representations.** NON-PROFIT agrees as follows:

- a. NON-PROFIT represents that it is a nonprofit organization dedicated to public service.
- b. NON-PROFIT authorizes ROTARY to list NON-PROFIT on the tournament registration website as an organization to which individual players can direct a portion of their entry fee as set forth herein.
- c. NON-PROFIT agrees to use best efforts promote the TOURNAMENT among its membership and constituents to encourage players to register and attend the event.
- d. NON-PROFIT agrees to donate one (1) silent auction item, the retail value of which is no less than \$150 in value. The proceeds of this items will be retained by the ROTARY. If no auction item is donated, ROTARY will retain all of the proceeds of the first three players to register that identify NON-PROFIT as the designated recipient of their respective registration proceeds.
- e. NON-PROFIT may, but is not required to, bring other auction items to the TOURNAMENT and ROTARY, in conjunction with the tournament director, will auction those items for the NON-PROFIT and return to the NON-PROFIT any proceeds received therefrom.
- f. NON-PROFIT agrees to be responsible for tax liability and/or tax consequences, if any, arising from payment of funds to NON-PROFIT pursuant to this Agreement.

3. **Rotary's Representations.** ROTARY agrees as follows:
 - a. **Payment to NON-PROFIT.** Every player who registers for the TOURNAMENT is encouraged to identify a participating, nonprofit organization that will receive a portion of that player's registration proceeds. For each player that pays the entry fee set forth in paragraph 1 and designates the NON-PROFIT to receive registration proceeds, ROTARY will pay \$50.00 of that player's entry fee to the NON-PROFIT. For each non-player who pays an entry fee and designates the NON-PROFIT, the NON-PROFIT will receive \$15.00.
 - b. **Silent Auction.** ROTARY will auction items donated by NON-PROFIT at a silent auction on the evening of the event.
 - c. **Accounting.** ROTARY will account for all registrations received that designate NON-PROFIT as a recipient of registration proceeds and shall promptly distribute proceeds to NON-PROFIT no later than thirty (30) days after the event.
4. **Sponsorship Opportunity.** ROTARY is offering up to five (5) sponsorship opportunities to NON-PROFITS and others. A sponsorship of \$500.00 will include: (i) four (4) TOURNAMENT entries or 6 Non-Player registrations; (ii) four (4) raffle tickets; (iii) signage at the event; and (iv) inclusion of sponsor's name in the event's promotional materials. Sponsors are encouraged to purchase sponsorship(s) as soon as possible. Deadline to be included in all promotional materials is March 20, 2018.
5. **Release and Indemnity** The parties do hereby agree to release, hold harmless and indemnify, each other from and against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including but not limited to interest, penalties, attorney's fees, accounting fees, and expert witness fees) of every kind, nature and description known or unknown, contingent or otherwise, directly or indirectly arising from or related to in any manner to the TOURNAMENT, including any and all activities connected therewith or incidental thereto. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of either party or their agents or employees. The indemnity set forth in this Agreement shall not be limited by insurance requirements or by any other provision of this Agreement.
6. **Dispute Resolution.** Any dispute or claim regarding or arising out of this Agreement or its validity or any act which allegedly has or would violate any provision of this Agreement, including any claim that all or part of the Agreement is void, shall be submitted to binding arbitration in Orange County, California in accordance with the Rules of the American Arbitration Association, which arbitration shall be the final and exclusive remedy for all claims or disputes. All costs of arbitration, attorneys' fees, and expenses shall be awarded to the prevailing party and against the non-prevailing party. The arbitration award will be

binding and conclusive on the parties and may be enforced in a court of competent jurisdiction in Orange County, California.

7. **Integration.** This Agreement is the sole and entire agreement between the parties and there are no other agreements, whether oral or written, expressed or implied, not set forth herein. This Agreement fully supersedes any and all negotiations, and all prior written, oral, or implied agreements or understandings between the parties pertaining to the subject matter hereof. This Agreement is not subject to amendment or modification except only by written agreement executed by authorized representatives of the parties.

8. **California Law Governs.** The effect, interpretation, and enforcement of this Agreement shall be governed by the substantive law of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. In no event shall any term or provision of this Agreement be strictly construed against any party for any reason.

9. **Severability.** If any provision of this Agreement or the application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications, and for this purpose the provisions of this document are declared to be severable.

10. **Counterparts.** This Agreement may be executed in counterparts with all originally-executed counterparts taken together as a single original document. Facsimile signatures will suffice as originals.

11. **Warranty of Understanding.** The parties represent they have read and understand this Agreement sign this document of their own free act with the intention to be bound thereby.

12. **Warranty of Authority.** The undersigned warrant and represent that they have the authority and capacity to enter into this agreement on behalf of the ROTARY and the NON-PROFIT, respectively.

IN WITNESS HEREOF, the Parties hereto each have executed this Agreement as of the date set forth adjacent to their respective signature.

PLEASE PROVIDE COMPLETE INFORMATION

| | | |
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| Dated: _____ | Signed: _____ By: _____ | ROTARY SIGNATURE: _____ [Printed Name and Title] As Authorized Representative of The Mission Viejo Rotary Foundation |
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NON-PROFIT SIGNATURE:

Dated: _____

Signed: _____

By: _____

[Printed Name and Title]

Telephone: _____

Email: _____

As Authorized Representative of:

[Name of NON-PROFIT]

PLEASE SEND NON-PROFIT'S PROCEEDS FROM EVENT TO:

Name of NON-PROFIT

Street Address

City

State

Zip

Telephone (if different than given above)

Email (if different than given above)