

**Attachment 3: Collection and Agency Agreements with Rotary Club of Buckhead, The Rotary Foundation, and the Georgia Rotary Student Program Endowment Fund**

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COLLECTION AND AGENCY AGREEMENT

This Agreement is hereby made and entered into this 15<sup>TH</sup> day of JANUARY, 2004  
by and between the Buckhead Rotary Foundation, Inc., a Georgia non-profit corporation and the  
Rotary Club of Buckhead (Atlanta).

WHEREAS, the Buckhead Rotary Foundation, Inc. (the "Foundation") is a Georgia non-profit corporation that has been qualified as exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Foundation desires to authorize the Rotary Club of Buckhead (Atlanta)  
(the "Club") to collect contributions on its behalf.

NOW, THEREFORE, in consideration of the mutual agreements and promises herein contained, and other valuable consideration, it is hereby agreed as follows:

1. The Foundation hereby designates the Club as its agent to collect contributions on its behalf, including in its regular dues notices to members of the Club, as well as special contributions and any other contributions which the Club receives which are intended to be for the Foundation (collectively the "Foundation Contributions").

2. The Club hereby agrees to collect all Foundation Contributions for and on behalf of the Foundation and to segregate all such funds received from other assets of the Club, and further agrees to deliver all such Foundation Contributions received to the Foundation as soon as reasonable practicable.

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3. All Foundation Contributions received by the Club shall be deemed to be held in trust by the Club for the exclusive and sole benefit of the Foundation, and the Club shall have no right to use such Foundation Contributions for its own purposes.

4. This Agreement shall be governed by the laws of the State of Georgia.

5. This Agreement shall not be assignable by either party without the other's consent, and in any such event shall be binding upon its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective officers as of the date set forth above.

BUCKHEAD ROTARY FOUNDATION, INC.,  
a Georgia non-profit corporation

By: 

Name Printed: William D. Perkins  
President

ROTARY CLUB OF BUCKHEAD

By: 

Name Printed: JERRY M. HUX  
President

## AGENCY AGREEMENT FOR THE COLLECTION OF CHARITABLE CONTRIBUTIONS

This Agreement is entered into as of this 13 day of July, 2006 by and between The Rotary Foundation ("Rotary") and the Rotary Club of Buckhead (Atlanta) Georgia (the "Club").

WHEREAS, Rotary is a Illinois non-profit corporation that qualifies for exemption from federal income tax pursuant to Section 501 (c) (3) of the Internal Revenue Code 1986, as amended; and

WHEREAS, Rotary wishes to authorize the Club to collect charitable contributions on its behalf.

NOW, THEREFORE, in consideration of the mutual promises expressed below and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rotary designates the Club as its agent to collect charitable contributions on its behalf, including contributions contained in the Club's regular dues, as well as special contributions and any other contributions received by the Club that are intended for Rotary (collectively, the "Rotary Contributions").
2. The Club agrees to collect all Rotary Contributions for and on behalf of Rotary, to hold all Rotary Contributions from other assets held by the Club, and to deliver all Rotary Contributions to Rotary as soon as practicable.
3. All Rotary Contributions received by the Club shall be deemed to be held in trust by the Club for the exclusive benefit of Rotary, and the Club shall have no rights to use Rotary Contributions for its own purposes.
4. This Agreement shall be governed by the laws of the State of Illinois.
5. This Agreement shall not be assigned by either party without the other's consent, and in any such event shall be binding on successors and assigns of the assignor.
6. This Agreement can be terminated at any time by either party.
7. This Agreement has been signed on behalf of the parties by their authorized signatories as of the date set forth above.

THE ROTARY FOUNDATION

ROTARY CLUB OF BUCKHEAD (ATLANTA)  
GEORGIABy: Eric SchmellingBy: Julia R. ChabannesName: ERIC SCHMELLINGName: Julia R. ChabannesTitle: Dir. of Planned + Major Gifts,  
The Rotary FoundationTitle: President



GRSP

## COLLECTION AND AGENCY AGREEMENT

This Agreement is hereby made and entered into this 1st day of January 2004 by and between the Georgia Rotary Student Program Endowment Fund, a Georgia non-profit corporation and Rotary Club of Buckhead (Atlanta).

WHEREAS, the Georgia Rotary Student Program Endowment Fund, ("GRSP") is a non-profit corporation that has been qualified as exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, GRSP desires to authorize the Rotary Club of Buckhead (Atlanta) (the "Club") to collect contributions on its behalf.

NOW, THEREFORE, in consideration of the mutual agreements and promises herein contained, and other valuable consideration, it is hereby agreed as follows:

1. The GRSP hereby designates the Club as its agent to collect contributions on its behalf, including in its regular dues notices to members of the Club, as well as special contributions, and any other contributions which the Club receives which are intended to be for the GRSP (collectively the "GRSP Contributions").
2. The Club hereby agrees to collect all GRSP Contributions for and on behalf of the GRSP and to segregate all such funds received from other assets of the Club, and further agrees to deliver all such GRSP Contributions received to the GRSP as soon as reasonably practicable.
3. All GRSP Contributions received by the Club shall be deemed to be held in trust by the Club for the exclusive and sole benefit of the GRSP, and the Club shall have no right to use such GRSP Contributions for its own purposes.

4. This Agreement shall be governed by the laws of the State of Georgia.

5. This Agreement shall not be assignable by either party without the other's consent, and in any such event shall not be binding upon its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective officers as of the date set forth above.

THE GEORGIA ROTARY STUDENT  
PROGRAM ENDOWMENT FUND  
a Georgia non-profit corporation

By: 

Name Printed: Chairman

President

ROTARY CLUB OF BUCKHEAD

By: 

Name Printed: Lee Mann

President