

ING NYC MARATHON 2013 CONTRACT

This agreement has been made on _____, 2013, by and between _____ (Individual) residing at _____, and

The Nicholas Rossomando 9/11 Memorial Scholarship Fund having their offices at 6726 American Way, Bethlehem, PA, 18017 and with respect to fundraising for the above mentioned Organization in return for a guaranteed number to participate in the **ING NYC Marathon 2013** (the "Marathon"). Whereas the organization taking part in the **Charity Partners Program**, and the individual wishes to participate in the **ING NYC Marathon 2013** as one of the organization's entrants, this is pursuant to the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree to the following:

1. The minimum amount that the individual must agree to donate or raise in to receive a guaranteed number from this organization is **\$3,000.00**.
2. The individual's credit card information must be provided to the organization. One hundred dollars (**\$100.00**) will be charged to the individual's credit card to (a) to check its validity and (b) to serve as a contract binder. The binder will be returned to the individual at the end of the fundraising period and if the individual has donated or raised the required **\$3,000.00**. However, at the choice of the individual the **\$100.00** can be deducted as a donation to the fund from the individual, and in that instance, the individual will be prepared a receipt from the organization to be used for tax purposes.
I will donate the **\$100.00 contract binder**. Yes _____, No _____. The contract binder amount of one hundred dollars (**\$100.00**), as well as any future donations, will be deposited into the account named **The Nicholas Rossomando 9/11 Memorial Scholarship Fund** and an Account Balance Update will be sent by e-mail to the individual named in this agreement.
3. Once this contract has been signed and the individual's information has been registered with the **NYRR** and a number has been issued, the individual is then committed to donating or fundraising the amount of **\$3,000.00**. If it is necessary for the individual to drop out of the "**Marathon**" for any reason, the individual is still obligated to donate or raise the required **\$3,000.00**. If the individual has to drop out and does satisfy his/her financial obligation to this organization, participation in the **ING NYC Marathon** will be deferred to the next year, namely **2014**. However, if the individual drops out of the race and does not donate or raise the required funds, then the individual will be barred from running in any future **ING NYC Marathons**.
4. The amount of **\$1,500.00** must be received by the organization by **September 16, 2013**. If the individual cannot submit to the fund said amount, then that amount will be charged to the individual's credit card on file. If part of the said amount was raised, then only the balance will be charged to the individual's credit card. The

remaining balance of **\$1,500.00** must be submitted to the organization by **November 1, 2013**. If the individual cannot submit to the fund said amount, then that amount will be charged to the individual's credit card. If part of said amount was raised then only the balance will be charged to the individual's credit card.

Please Note: If the individual has donated the **\$100.00** contract binder then the amount due at **September 16th** will be **\$1,450.00** and the amount due at **November 1st** will be **\$1,450.00**.

5. Credit Card Information: The individual's credit card information will be obtained during the first telephone contact. Credit cards belonging to a third party will not be accepted.
6. The organization shall be responsible for the individuals processing and entry fees.

() I ACCEPT THE TERMS OF THIS CONTRACT:

**THE NICHOLAS ROSSOMANDO 9/11
MEMORIAL SCHOLARSHIP FUND**

by: Barbara Scaramuzzino, President

& INDIVIDUAL/ENTRANT

By: _____

(Print Name)

(Signature)

(Signature)

Date Signed: _____

Date Signed: _____

Tel. No.: 484-281-3415

Hm. No.: _____

Cell No.: 347-524-3605

Cell No.: _____

E-mail: nicksfund@aol.com

E-mail: _____

PLEASE PRINT CLEARLY!