

ING NYC MARATHON CONTRACT 2010

This agreement has been made on _____, 2010, by and between _____ (Individual) residing at _____, and

The Nicholas Rossomando 9/11 Memorial Scholarship Fund having offices at 100 Anthony Street, Staten Island, New York, 10309, and with respect to fundraising for the above mentioned Organization in return for a guaranteed number to participate in then ING New York City Marathon 2010 (the "Marathon"). Whereas, the organization is taking part in the Charity Program, and the individual wishes to participate in the ING New York City Marathon 2010 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/raise in order to receive a guaranteed number from this organization is **\$ 2,500.00**.
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) check its validity and (b) 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/raised the required **\$ 2,500.00** in donations. Or, at the choice of the individual the **\$100.00** can be deducted as a donation to the fund from the individual, and 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 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 the donation/fundraising amount of **\$ 2,500.00**. If it is necessary for the individual to drop out of the "Marathon" for any reason, the individual is still obligated to donate/raise the required **\$ 2,500.00**. If 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 2011. 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 **\$ 1,250.00** must be received by the organization by **September 8, 2010**. If the individual cannot submit to the fund said amount, then that amount will be charged to individual's credit card. If part of the said amount was raised, then only the balance will be charged to individual's credit card. The remaining balance of **\$ 1,250.00** must be submitted to the organization by **November 5, 2010**. 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 individual's credit card. **Please note:** If the individual has donated the **\$ 100.00** contract binder, the the amount due at **September 8th** will be **\$1,200.00** and will be **\$ 1,200.00** at **November 5th**.

5. Credit card information: Individual's credit card information should be supplied on ING NYC Marathon 2010 application. Credit cards belonging to a third party will not be accepted.

6. The organization shall be responsible for individuals processing and entry fees.

() I ACCEPT THE TERMS OF THIS CONTRACT:

**THE NICHOLAS ROSSOMANDO
MEMORIAL SCHOLARSHIP FUND**

By: Barbara Scaramuzzino, Director

(Signature)

Date signed: _____

Tel. No.: 718-966-7251

Cell No.: 347-524-3605

Fax No.: 718-966-2391

& INDIVIDUAL/ENTRANT

By: _____
(Print name)

(Signature)

Date signed: _____

Hm. No.: _____

Cell No.: _____

Wk. No.: _____

Fax No.: _____