

Date: Member Agreement is made the \_\_\_\_\_ day of, \_\_\_\_\_

Parties: The parties to this Agreement are:

Weyburn & District United Way Inc.  
Box 608, Weyburn, SK S4H 2K7

And

\_\_\_\_\_  
\_\_\_\_\_  
(Member Agency)

- Recitals:**
- A The United Way is incorporated under the *Non-profit Corporations Act* of Saskatchewan. The Member Agency is incorporated \_\_\_\_\_. Each party is a registered charity under the *Income Tax Act (Canada)*.
  - B The Member Agency requires publicity in order to raise donated funds for its charitable purposes. Both parties believe that the Member Agency (and other member agencies of the United Way) will benefit by co-operating with each other and participating in joint campaigns appealing for donated funds
  - C By this Agreement the parties desire to state their intentions regarding their respective responsibilities and commitments for their joint fund raising activities.

**Agreement:** The parties agree with each other as follows:

**Article 1 Fund Raising Campaign**

- Annual Campaign** 1.1 The parties will participate in a single annual campaign to raise funds under the name of the “Weyburn and District United Communithon” **and will contribute as requested by the Committee. Participation may impact the allocation to each member agency.** The Member Agency acknowledges that it is aware that other member agencies of the United Way will also participate in the Weyburn and District United Appeal in accordance with contracts substantially the same as this Agreement

**Article 2 Publicity and Communithon**

- Communithon** 2.1 In addition to year-round advertising and promotional activity the United Way will also designate a Friday and Saturday in October to conduct and have televised its annual Communithon. The purpose of the Communithon is to raise funds for the Weyburn and District United Appeal.
- Campaign Advertising** 2.2 The Member Agency will not prepare and disseminate publicity material or cause any advertising to be done with respect to the Weyburn and District United Appeal without the prior written approval of the United Way.
- Emblem** 2.3 The United Way will not use the emblem of the Member Agency in publicity materials without the prior written approval of the Member Agency.

**Article 3 Campaign Committee and Staff**

- Campaign Committee** 3.1 As soon as reasonably possible at the commencement of the calendar year the United Way will appoint a campaign committee and designate the campaign chairperson. The campaign committee shall be responsible for the conduct of the Weyburn and District United Appeal for the calendar year in which the campaign committee is formed.
- Representation** 3.2 The United Way shall appoint a representative of the Member Agency to serve on the campaign committee. Prior to such appointment the United Way will consult with and take into account a recommendation of the Member Agency as to the person who will be its representative on the campaign committee.
- Executive Committee** 3.3 The campaign committee shall elect an executive committee consisting of not fewer than three and not more than five members of the campaign committee. The campaign committee shall assign to the executive committee such duties and responsibilities as the campaign committee may decide.
- Additional Persons** 3.4 The campaign committee may invite additional persons to serve on the campaign committee. The campaign committee may also appoint such sub-committees as it deems to be desirable
- Campaign Staff** 3.5 The executive committee, with the approval of the campaign committee, may appoint one or more persons as staff to the campaign committee. The executive committee shall be responsible for the assignment of duties to staff members.

**Article 4 Financial Matters**

- Financial Goals** 4.1 As soon as reasonably possible in the calendar year the United Way will establish a budget and make the budget known to the Member Agency (and other member agencies). The budget will set the financial goals for the following:
  - a) the total amount required for the year for distribution to the respective member agencies of the United Way,
  - b) the amount required to bring the reserve for uncollected pledges up to 5% of the above annual amount referred to above,
  - c) the amount approved by the United Way as being appropriate to cover the expenses during the year for the conduct of the Weyburn and District United Appeal.
- Annual Submissions** 4.2 In each year as soon as requested by the United Way the Member Agency will submit in writing to the United Way financial information respecting the Member Agency’s activities within the scope of the area covered by this Agreement. The submission shall include:
  - a) the Member Agency’s financial statement for its most recently completed year end,
  - b) the Member Agency’s budget for the current year,

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- c) the amount of money requested from the United Way for the current year, and
- d) the proposed use of the money requested.

- Budgets** 4.3 In the preparation of the budget under paragraph 4.1, the United Way will take into account but is not bound to approve the amount of money requested by the Member Agency for the current year. The United Way’s decision respecting the amount to be made available to the Member Agency (and other member agencies) will be final.
- Distributions** 4.4 The funds received by the United Way from the Weyburn and District United Appeal shall be paid out to the respective member agencies on a quarterly basis as approved by the United Way.
- Designated Gifts** 4.5 Contributors to the Weyburn and District United Appeal may designate a specific amount to go to the Member Agency (or amounts respectively to other member agencies). The designated gifts shall be credited to the amount to be allocated to the Member Agency under paragraphs 4.1 and 4.3. If the total of designated gifts exceeds the amount so allocated that excess shall be paid to the Member Agency as designated by the contributor
- Surpluses** 4.6 If the total amount received from the Weyburn and District United Appeal exceeds the total of the allocations to all member agencies under paragraph 4.1, that excess will be paid out to the Member Agency and other member agencies pro rata in accordance with the allocations made under paragraphs 4.1 and 4.3.
- Deficiencies** 4.7 If the total amount received from the Weyburn and District United Appeal is less than the total of the allocations under paragraph 4.1 and 4.3 then the amounts to be distributed under paragraph 4.4 shall be reduced proportionately among the member agencies.
- Annual Report** 4.8 In each year as soon as possible the United Way will prepare and send to the Member Agency (and other member agencies) a financial statement for the previous year for the Weyburn and District United Appeal setting out:
  - a) the funds received as a result of the annual campaign,
  - b) the amount, if any, allocated to reserves,
  - c) the costs of conducting the campaign, and
  - d) the amount allocated to the Member Agency (and each of the other member agencies).

**Article 5 Restrictions**

- Use of Funds** 5.1 Without the prior written approval of the United Way the Member Agency will not use funds allocated to it for any purpose other than that stated in its annual submission under paragraph 4.2.
- Permitted Fund Raising** 5.2 With the permission of the United Way the Member Agency may raise money by way of membership sales or the sale of goods or services and that permission will not be unreasonably withheld. If the proposed sale of goods

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and services is to be made during the 45 days before the annual Communion, mentioned in paragraph 2.1, the United Way may withhold permission.

**Prohibited Fund Raising** 5.3 The Member Agency shall not appeal for funds by way of tag days, door to door canvassing, telephone solicitation, appeal by mailing materials or by business canvassing.

**Article 6 Status of Member Agency**

**Autonomy** 6.1 Except as required by this Agreement the Member Agency shall not be subject to any loss of status as an autonomous body with the right to determine its own activities and financial affairs.

**Other Activity** 6.2 Nothing in this Agreement shall prohibit the Member Agency from taking part in or benefiting from programs as part of an organization with provincial or national scope. Fund raising by the Member Agency outside of the area of the scope of this Agreement is not affected by this Agreement.

**Other Gifts** 6.3 Receipt by the Member Agency of legacies, bequests, grants and voluntary special gifts, payment for services rendered and unsolicited funds received other than as a direct result of the Weyburn and District United Appeal, shall be retained by the Member Agency without deduction from its allocation or distribution of funds under paragraphs 4.1 and 4.3.

**Article 7 General Provisions**

**Geographic Area** 7.1 The geographic area for the Weyburn and District United Appeal and the joint fund raising activities of the parties is in the City of Weyburn and surrounding district within 60 kilometers of the nearest boundary of the City of Weyburn in Saskatchewan.

**Term** 7.2 The term of this Agreement is for the calendar year in which it is made. The term will continue from year to year thereafter unless terminated by one the following methods.

**Termination** 7.3 Either party may terminate this Agreement by giving written notice of termination to the other party. The termination shall then be 60 days after the notice of termination is received. The notice may be delivered and served personally on any director of the United Way and shall be effective on the day of such service. The notice may also be sent by ordinary mail to the addresses respectively of the parties shown on the first page or such other address, as one party shall give notice of to the other. The notice by mail shall be deemed to have been received 5 business days after it is mailed.

**Default** 7.4 If the Member Agency defaults in any of its obligations under this Agreement then United Way may notify the Member Agency of the default. Notice of the default and the required correction shall be in writing and served in the same way as a notice of termination under paragraph 7.3. Failure of the Member Agency to correct the default within 30 days after receiving the notice shall then terminate this Agreement.

Executed by the parties respectively under their seals by the hands of their proper officers.

**Weyburn and District United Way Inc.**

**Member Agency**

Per: \_\_\_\_\_  
Name:  
Office Held:

Per: \_\_\_\_\_  
Name:  
Office Held:

Per: \_\_\_\_\_  
Name:  
Office Held:

Per: \_\_\_\_\_  
Name:  
Office Held: