



DONATION & FUNDRAISING AGREEMENT

This Donation & Fundraising Agreement (“Agreement”) is entered into by and between The Sustainable Cart, LLC (TSC, LLC), a Delaware corporation with offices at 16192 Coastal Highway, Lewes, Delaware 19958, and the charitable organization identified below (“Organization”) in Section 15. The Sustainable Cart and Organization may be referred to individually as a “Party” and collectively as the “Parties.”

Effective Date: _____

1. RECITALS

WHEREAS, Organization is a charitable entity recognized as tax-exempt under Section 501(c)(3) or 501(c)(19) of the Internal Revenue Code (“Code”);

WHEREAS, The Sustainable Cart operates a proprietary online platform that enables users to shop through third-party merchants, through which The Sustainable Cart earns commissions on purchases (“Platform”);

WHEREAS, The Sustainable Cart desires to donate a portion of its own commission revenue generated through the Platform to Organization to support Organization’s charitable mission;

WHEREAS, the Parties wish to establish the terms under which such donations will be calculated, reported, and made, while ensuring compliance with applicable federal, state, and local laws governing charitable fundraising and commercial activities;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

2. DEFINITIONS. For purposes of this Agreement:

- **“Purchase”** means a completed purchase made through The Sustainable Cart Platform that results in us receiving a commission from a third-party merchant. Vendors on our network publish commission schedules and clearly outline how we earn.
 - **“Commission”** means the gross amount paid to The Sustainable Cart by a third-party merchant as a result of a Purchase.
 - **“Net Commission”** means Commission amounts actually received by The Sustainable Cart, net of returns, cancellations, chargebacks, reversals, or merchant clawbacks.
 - **“Donation”** means the monetary amount contributed by The Sustainable Cart to Organization pursuant to this Agreement.
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3. DONATION MECHANICS

3.1 **Donation Commitment.** The Sustainable Cart commits to donating **5% of platform purchases** associated with Organization's designated fundraising link or campaign.

3.2 **No Consumer Donation.** The Parties acknowledge that consumers do not make donations directly to Organization through the Platform. All Donations are made solely from The Sustainable Cart's own revenue and do not increase the price paid by consumers for any goods or services.

3.3 **No Minimum Guarantee.** Nothing in this Agreement shall be construed as a guarantee of any minimum Donation amount.

4. PAYMENT AND REPORTING

4.1 **Payment Schedule.** Donations shall be calculated on a calendar-quarter basis and paid quarterly, no later than the month following the close of each calendar quarter.

4.2 **Method of Payment.** Donations shall be made via ACH transfer.

4.3 **Reporting and Transparency.** The Sustainable Cart shall make available summary reporting reflecting sales and aggregate Net Commission activity used to calculate Donations. Reports contain no personally identifiable information (PII).

4.4 **Ownership of Funds.** All Commission revenues remain the sole property of The Sustainable Cart unless and until a Donation is paid to Organization. No trust, escrow, fiduciary relationship, or agency relationship is created by this Agreement.

5. USE OF DONATIONS

5.1 **Unrestricted Use.** Donations are unrestricted and may be used by Organization for any lawful purpose consistent with its tax-exempt status.

5.2 **Compliance Assurance.** If The Sustainable Cart is made aware of credible evidence that Organization is no longer operating in compliance with applicable charitable laws, we reserve the right to suspend future fundraising activities upon written notice, pending reasonable investigation. Donations already paid shall not be subject to revocation.

6. **EXPENSES.** The Sustainable Cart shall be solely responsible for all costs and expenses associated with operating the Platform and making Donations. Organization shall incur no fees, costs, or financial obligations under this Agreement.

7. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants that:

- a) It is duly organized, validly existing, and in good standing under applicable law;
 - b) It has full authority to enter into and perform under this Agreement;
 - c) Execution of this Agreement does not violate any other agreement to which it is a party.
- Organization further represents that it maintains valid tax-exempt status under IRS Code.



8. COMPLIANCE WITH LAW. The Sustainable Cart shall be solely responsible for compliance with all applicable federal, state, and local laws governing commercial fundraising, advertising, and platform operations. Nothing in this Agreement shall require Organization to engage in charitable solicitation on behalf of The Sustainable Cart.

8.1 Regulatory Classification and Status. The Parties acknowledge and agree that The Sustainable Cart is an affiliate marketing platform and is not a "Commercial Co-venturer" as defined by standard state statutes (e.g., California Government Code § 12599.2), as The Sustainable Cart does not engage in the sale of its own goods or services to the public to trigger a donation. Instead, The Sustainable Cart acts as a Charitable Fundraising Platform (or local equivalent) that facilitates the direction of third-party merchant commissions to the Organization.

8.2 Source of Funds. All Donations made under this Agreement are sourced exclusively from The Sustainable Cart's own earned commission revenue. No portion of the consumer's purchase price is a "donation" from the consumer, and the consumer's cost for goods or services is not increased by participation in this program.

8.3 Independent Compliance. To the extent that specific jurisdictions (such as California under AB 488) require registration for online platforms facilitating donations, The Sustainable Cart shall maintain such registrations independently. Organization's sole compliance obligation is to maintain its tax-exempt status and its own state-level solicitation registrations.

9. INTELLECTUAL PROPERTY & PUBLICITY

9.1 Name and Trademark Use. The Sustainable Cart shall not use Organization's name, logo, or trademarks without Organization's prior written approval, except as expressly authorized.

9.2 Public Disclosure. Either Party may disclose the existence of this relationship as required by law (including IRS filings) or in customary donor recognition materials, provided such disclosures are accurate and non-misleading.

10. NO PARTNERSHIP OR AGENCY. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary relationship, or agency relationship between the Parties. Neither Party has authority to bind the other.

11. INDEMNIFICATION. The Sustainable Cart shall indemnify, defend, and hold harmless Organization and its officers, directors, employees, and agents from any third-party claims arising from our operation of the Platform, violations of law, or misrepresentations under this Agreement.

12. LIMITATION OF LIABILITY. Except for indemnification obligations or willful misconduct, neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement.



13. TERM AND TERMINATION

13.1 **Term.** This Agreement shall commence on the Effective Date and continue until terminated.

13.2 **Termination for Convenience.** Either Party may terminate this Agreement upon sixty (60) days written notice.

13.3 **Effect of Termination.** All Donations accrued through the effective termination date shall be paid in accordance with this Agreement. Platform access associated with Organization shall be discontinued following a reasonable wind-down period.

14. GENERAL PROVISIONS

14.1 **Governing Law.** State of Delaware and applicable federal law.

14.2 **Assignment.** Permitted to successors by merger or reorganization.

14.3 **Amendments.** Must be in writing and signed by both Parties.

14.4 **Entire Agreement.** Supersedes all prior agreements.

14.5 **Counterparts.** May be executed electronically.

14.6 **Survival.** Sections relating to payment, indemnification, governing law, and liability shall survive termination.

15. EXECUTION

DONOR: The Sustainable Cart, LLC

Signature: _____

Date: _____

ORGANIZATION:

Legal Name: _____

EIN: _____

ORGANIZATIONAL AUTHORIZATION:

Authorized Representative 1: _____

Signature: _____

Date: _____

Authorized Representative 2: _____

Signature: _____

Date: _____



PAYMENT DETAILS FOR DONATIONS

To receive donations from The Sustainable Cart LLC, please follow the link below to securely provide your banking information. We utilize a third-party ACH payment provider to make direct donations.

[SECURE BANK FORM](#)