



Capital Campaign Consulting Agreement

This Agreement is made on _____, 2016 between the **Unitarian Universalists of San Mateo**, hereinafter referred to as the “Church,” and **Dr. George Swank**, an independent capital fund development advisor located at 3939 Walnut Avenue #308, Carmichael, CA 95608, hereinafter referred to as the “Consultant.”

Recitals

The Church is presently in the process of developing a campaign to raise money to be used for the growth and development of the Church and its membership, and for the further development and construction of church buildings upon its campus. The Church wishes to engage the services of the Consultant to assist the Church in the design and development of the Capital Funds Campaign (the “Campaign”) and to consult with the Board of Directors and the Officers of the church and with the Church staff regarding the implementation and the conduct of the campaign, and the fiscal policies, personnel policies, purchases of equipment and supplies, and services and other issues which may arise from time to time in the operation of the Campaign.

Term of Agreement

The Agreement shall commence upon the execution of this Agreement by the Church and the Consultant and shall continue for a period of three years or until the campaign is completed.

Consultation

The Consultant shall be available to consult with the Board of Directors and the Officers of the Church and Church staff at all reasonable times concerning matters pertaining to the Campaign.

It is understood and agreed by the parties that the services to be performed by the Consultant do not include auditing or reviewing the books of the Church or expressing an opinion or form of assurance on them, or preparing any financial statements, tax returns, or other documents required to be prepared by any governmental body having jurisdiction to tax or any other acts of

services normally performed by public accountants. It is further understood and agreed by the parties that the Consultant shall not direct, determine the disposition of, or deposit funds or properties received by the Church in response to the Campaign.

Limited Liability

Indemnification

Consultant and Church shall release, indemnify, defend and hold harmless each other (including any officers, directors, employees and agents) from and against any and all claims, liabilities, damages, losses, suits, obligations, demands, costs, expenses, and reasonable attorney fees on account thereof, resulting from or relating to one's own (i) breach of this agreement, (ii) negligent, reckless, or intentional act or failure to act, or (iii) violation of any law, rule, regulation, statute or ordinances. For the purpose of this paragraph, each party shall likewise be responsible for that party's officers, directors, employees, and agents.

Limitation of Damage

In no event shall either party be liable to the other party unless such liability arises from one's: (i) breach of this agreement, (ii) negligent, reckless, or intentional act or failure to act, or (iii) violation of any law, rule, regulation, statute or ordinance. For the purpose of this paragraph, each party shall be responsible for that party's officers, directors, employees, and agents.

Compensation

The Consultant shall receive from the Church compensation for services rendered according to this schedule:

- \$8,500 to be paid at the time the contract is signed, which must be at least ten days before the feasibility study begins. If that study results in a recommendation that this is not an appropriate time to conduct a successful campaign, the church will have no further obligation.
- \$8,500 to be paid ten days before the first training session for the campaign leadership team.

- \$8,000 to be paid ten days after the church's First Gifts Sunday.
- If either party is dissatisfied with the effectiveness of the working relationship, that party may withdraw from this agreement without further obligation by providing written notice of same, except that each party must ensure that parity exists between fees paid and work performed.

Minimum Amount of Service

The Consultant will provide professional services and support to lead the church's capital fund campaign. Activities and materials provided will include, but not be limited to, the following:

- Feasibility Study.
- Customized campaign leadership support materials adapted specifically to this church.
- Customized and detailed campaign calendar.
- Training and guiding the campaign leadership team through the necessary steps.
- Personal visits and/or small group meetings with potential lead donors (typically made with the minister or other appropriate person).
- Personal participation in the campaign at key points, such as campaign kickoff and pledging events.
- Periodic support throughout the entire pledge payment period to assist the church in maintaining an excellent pledge followup program.
- Not less than twelve total onsite visits. These "visits" may vary from a single meeting to several days required for a particular campaign phase.

The Consultant shall not be required to devote a minimum number of hours to the affairs of the Church. Anything contained in this Agreement to the contrary notwithstanding, the Consultant shall devote such time to the affairs of the Church in the design, development and implementation of its Campaign as the Consultant in his sole judgment deems necessary for the satisfactory performance of his duties. The Consultant may represent, perform services for, and be employed by any additional client as the Consultant in his sole discretion sees fit.

Remedies

Because of the uniqueness of the services to be performed by the Consultant for the Church, and because the Consultant’s reputation in the religious community as a capital fund campaign advisor may be affected by the financial success or failure of the Church in the operation of its Campaign, in addition to the other rights and remedies that the Consultant may have for breach of this Agreement, the Consultant shall have the right to enforce this Agreement in all of its provisions by injunction, specific performance, or other relief in a court of equity. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, cost and necessary disbursements in addition to any other relief to which that party may be entitled. This provision for recovery of attorneys’ fees shall be construed as applicable to the entire Agreement.

Confidentiality

In the course of advising the Church regarding its Campaign, the Consultant may obtain or become privy to information or documents of a confidential nature regarding the Church, its finances, its membership, and its employees. The Consultant shall maintain all such information in confidence and shall not disclose any such information to any person without the prior written consent of the Church or the individuals involved.

Governing Law

This Agreement shall be binding on and shall be for the benefit of the Church and the Consultant and their respective administrators, successors and assigns and shall be governed by the laws of the State of California.

Dated: _____ 2016 **Unitarian Universalists of San Mateo**

By _____

George W. Swank, Consultant
