



**American
Red Cross**
Northland Chapter

**Northland Chapter
American Red Cross
2524 Maple Grove Road
Duluth, MN 55811
(218)722-0071**

March 24, 2011

Julianne Paulsen
c/o Jewelers for Japan
P.O. Box 1900
Dillon, CO 80435

Dear Julianne:

Thank you for your interest in collecting donations to benefit the American Red Cross from potential donors of scrap gold and silver ("Donors"). These donations will be recycled at no cost and proceeds will support the American Red Cross ongoing relief efforts in Japan following the March 11 earthquake and tsunami. An average of 91 cents of every dollar the American Red Cross spends is invested in humanitarian services and programs. We appreciate your desire to support the American Red Cross. This letter serves as an agreement between Jewelers for Japan, a LLC, (hereinafter referred to as "you" or "your") and The American National Red Cross ("Red Cross") for the purpose of setting forth the terms and conditions of our relationship with respect to the fundraising program described below.

1. All fundraising materials must include the following information:

"You can help the victims of this and other disasters each year by making a financial gift to the American Red Cross International Relief Fund, which enables the Red Cross to provide assistance to those in need."

2. From the date of your signature below, through July 1, 2011, ("Term"), you agree to provide Donors the opportunity to donate gold and silver for recycling to the Red Cross ("Donations"). You agree to collect Donations from Donors and forward one hundred percent (100%) of the Donations to the Red Cross, and in all events will forward to the Red Cross a minimum of \$ **100.00**. You agree to combine all Donations collected during the Term and, within ten (10) days after the Term, transmit the Donations by check and in one lump sum to the following address:

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3. You agree to pay all costs associated with collecting and transmitting to Red Cross the Donations. You also agree to pay all costs associated with developing and printing promotional and marketing material for the fundraising program authorized hereunder ("Materials"), and you further agree that you will designate the beneficiary of the fundraising program as "American Red Cross." You agree that before you use, publish, disseminate or display the Materials, you will obtain written

approval of the Materials by the Northland Chapter. You agree to include the following disclaimer on all Materials: **“The American Red Cross name is used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, individual or political position.”** You also agree to include the following contact information on all Materials: **“For more information about the American Red Cross, please call 1-800 HELP NOW or email info@usa.redcross.org.”**

4. For a period of one (1) year after the Term, Red Cross may, upon fifteen (15) days prior notice to you, inspect and audit your financial records and bookkeeping with respect to all funds collected under this Letter Agreement.
5. YOU REPRESENT AND WARRANT THAT YOU WILL FORWARD TO THE RED CROSS ONE HUNDRED PERCENT (100%) OF THE DONATIONS. You shall indemnify, defend and hold Red Cross harmless, including its chartered units, and its directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to your business and the fundraising activities authorized hereunder.
6. You agree to comply with all federal, state and local charitable solicitation statutes, regulations and ordinances that affect or apply to you and the fundraising activities authorized hereunder.
7. If it is reasonable and customary for the Donors to expect an acknowledgement of their Donations collected under the fundraising activities authorized hereunder, you will either (i) provide to each individual Donor written documentation that acknowledges the Donor's contribution, or (ii) provide individual Donor and donation information (including, Donor name, address and amount of contribution) to Red Cross for the purpose of Donor acknowledgement. For each contribution of \$250.00 or more by an individual Donor, you agree to (i) provide to such individual Donor written documentation that acknowledges the Donor's contribution, or (ii) provide individual Donor and donation information (including, Donor name, address and amount of contribution) to Red Cross for the purpose of Donor acknowledgement.
8. You agree that any tax credit accrues to the original donor and not to you as a third party conveyor of the donation.
9. You agree that you shall not assign, subcontract or in any way transfer any of the obligations, duties or responsibilities under this Letter Agreement without the prior written permission of Red Cross.
10. Either party to this Letter Agreement may terminate this Letter Agreement at its convenience. In the event of termination, all funds collected subject to this Letter Agreement must be remitted as specified above.
11. This Letter Agreement constitutes the entire agreement and understanding between you and Red Cross with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in a writing signed by both you and an authorized representative of Red Cross.

Once again, we thank you for your commitment to collect donations to support the American Red Cross. To demonstrate your agreement to the terms and conditions of this Letter Agreement, please sign below as indicated and return the signed copy to me.

Very truly yours,

J. Hanna Gonzalez

On behalf of The American National Red Cross

I AGREE TO THE TERMS AND CONDITIONS OF THIS LETTER AGREEMENT.

[Handwritten signature]

Signature

JULIANNE PAULSEN

Printed Name

COO

Title

3-24-2011

Date

Cc: Mile High Chapter