



## **AGREEMENT FOR SINGLE USE SERVICES** **TO BE PROVIDED TO NON-PROFIT ORGANIZATIONS (NPOs)**

The Parties agree, in consideration for payment from Buyer (NPO) to Seller (Blacktie, LLC hereafter referred to as "Blacktie") that Blacktie will provide on its proprietary internet website "Blacktie-Colorado.com" the following services, (not including event photography) not later than three business days after Blacktie receives payment from Buyer:

**To use the Blacktie tools and software, we will arrange to set-up an online merchant account specifically for your event. This arrangement will have your fundraising monies directly deposited into your bank account. Information on account set-up will be sent to you upon receipt of your signed agreement and payment.**

**Agreement** - This Agreement is between the NPO named in the signature paragraph (end of page 2) as "Buyer" and Blacktie for Blacktie-Colorado.com, the "Seller" and is effective on the date that it is signed and accepted by both Parties (the "Signature Date," also on page 2).

**Liabilities** - Blacktie will not be liable to Buyer for any fault or damages, whether direct or indirect, and disclaims any warranties, express or implied. Blacktie may remove any content or web site links at its absolute discretion as to content and propriety and may modify the web site at any time to meet the goals of Blacktie-Colorado.com. Buyer is qualified as an individual NPO by the (IRS) under section 501(c) and will notify Blacktie if the IRS changes its tax-exempt status.

**Entire Agreement** - This document is the complete agreement between the Parties for any services from Blacktie. A Party cannot transfer its rights and obligations under this Agreement without prior written consent of the other Party. This Agreement cannot be modified or amended without written consent of both Parties. No other provision of this Agreement is affected if any provision is held invalid or cannot be enforced. This agreement does not create a franchise, joint venture, partnership, or any other relationship other than that between two independent contractors. A waiver of a breach of one or more of the terms of this Agreement does not constitute a waiver of any future or other breaches. The invalidity of any particular clause of this Agreement shall not affect the validity of any other particular clause, or of the Agreement as a whole. Agreement is governed by Colorado law, except for conflict of laws principles, and all disputes that arise from or relate to this Agreement shall be solely and finally settled in Colorado by binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, and the non-prevailing party in the arbitration shall pay the fees and expenses of the arbitrator(s) and the costs of arbitration and the enforcement of any award rendered therein, including the attorneys' fees and expenses of the prevailing party.

Blacktie makes no warranty, express or implied, with respect to the services rendered or the results obtained from such services; including without limitation any implied warranty of merchantability or fitness for a particular purpose. In no event shall Blacktie be liable for: (1) Ant direct, indirect, special, incidental, or consequential damages, even if advised of the possibility thereof and regardless of whether any claim is based upon any agreement, negligence, warranty, strict liability or other legal or equitable theory; or (2) Any amounts of direct damages in excess of the aggregate of the fees received by Blacktie from NPO, notwithstanding any failure of essential purposes of any limited remedy. Blacktie shall not be liable for any amount paid by NPO for Blacktie services. Except for claims of indemnification or disclosure of confidential information neither party shall be liable, in contract or tort law, including negligence, or otherwise, for any indirect, incidental, or consequential damages, including lost savings, profit, or business interruption, even if notified in advance of such possibility arising out of, or pertaining to the subject matter of this agreement, and/or any scope of work attached hereto.

**Disputes** - This Agreement is to be construed and enforced by the laws of the State of Colorado. Any disputes will be resolved by arbitration in Denver, Colorado by one or three arbiters and no more than one day of arbitration and judgment enforced accordingly.

**Use of Blacktie System and Tools** - Use of Blacktie system and tools is restricted solely to the NPO/event identified in this agreement. NPO may not utilize Blacktie system or tools for other events of its own or with or for Non-Blacktie Member organizations or associated functions. **However, if member NPO refers the non member organization to Blacktie and the organization becomes a Blacktie Member, a referral amount of \$100 will be paid to the referring party.**



**Option Selected**

- A. I have monthly meetings. My group is a 501c(4) or 501c(6) and we'd like to use Blacktie for online registrations, seating charts, auctions and email blasts. The fee is \$550**
- B. I am a 501C(3) and would like to use any of the following Blacktie tools for 1 event. online registrations, seating charts, auction software and email blast. Starter Package. The fee is \$590  
Photography and posting of event is not included but may be purchased for \$275.00**
- C. I am a 501C(3) and would like to use any of the following Blacktie tools for 2 events. Same tools as listed above. Blacktie photography and posting to the Blacktie site is included for 1 event. Associate Package. The fee is \$890**
- D. I am a 501C(3) and would like to use any of the following Blacktie tools for an unlimited number of events in a calendar year. Same tools as listed above. Blacktie photography and posting to the Blacktie website is included for 3 events. Partner Package: The fee is \$1500**

**Package Selected. (Circle one)    A            B            C            D**

**CONVENIENCE FEE:**

I'd rather a pay of \$\_\_\_\_\_ for each name that is the in the Blacktie RSVP database for one event.

**Signature** - Please sign this Agreement, and return a copy of this completed agreement, along with payment (check or credit card payment authorization) to the Blacktie.

***If you are purchasing a One Time Event - Please tell us what you would like your username and password to be. ALL LOWERCASE & ONE WORD PLEASE!***

**Username:** \_\_\_\_\_                      **Password:** \_\_\_\_\_

**Buyer (NPO):** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Street address:** \_\_\_\_\_

**City/State, Zip:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Signer's Name:** \_\_\_\_\_

**Signer's Title:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Web Address:** \_\_\_\_\_

**Email to:** \_\_\_\_\_

**Seller:**                      **Blacktie, LLC**

**Attention:**                **President**

**Address:**                 **1660 S. Albion St #1025**

**City/State/Zip:**        **Denver CO 80222**

**Signature:** \_\_\_\_\_

**Print Signer's Name:** **Kenton Kuhn**

**Signer's Title:**         **Owner**

**Signature Date:** \_\_\_\_\_

**Telephone:**             **303-832-2903**

**Facsimile:**             **303-832-8311**

**Web Address:**         **www.Blacktie-Colorado.com**

**Email to:**                **kenton@blacktie-llc.com**



**Blacktie**<sup>®</sup>

**Your log-in for services – if applicable - will go live within 24 hours of receipt of payment and agreement and an email acknowledgement will be sent to the email address you provided on this page.**

**Payment Options:** CHECK - Enclosed is check in the amount of \$\_\_\_\_\_ Check # \_\_\_\_\_

**CREDIT CARD - Charge credit card as follows:**

Amount: \$	Card Type – please circle: <b>Visa MasterCard Discover Amex</b>
Card Number/ <b>Expiration Date</b> / <b>AND</b> be sure to include the <b>CCV number! (3 or 4 digit code on BACK of your card!)</b>	
Billing Address for Credit Card:	
PRINT Name as it appears on credit card	<b>Signature of name on credit card:</b>



**RETURN FAX AGREEMENT COVER PAGE**

(or scan and email to [kenton@blacktie-llc.com](mailto:kenton@blacktie-llc.com))

*Thank You!*

DATE: \_\_\_\_\_

TO: **Kenton at Blacktie**

Fax: **303-832-8311**

FROM: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

Message:

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