

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT**

NOTICE OF CONTRACT

THE CONTRACT FILING REQUIREMENTS CONTAINED IN RSA 7:28-b (I) AND RSA 7:28-c (V)(a) MAY BE MET BY FILING THIS NOTICE OF CONTRACT FORM INSTEAD OF THE CONTRACT ITSELF.

1. ALL FILERS

A. Name, address, telephone number of fund raising company/paid solicitor

(1) Registration number: _____

(2) Registration expiration date: _____

B. Name, address, telephone number of charitable trust, police, law enforcement, or firefighters' association:

C. Terms of contract:

(1) Date contract was signed: _____

(2) Date of first material services rendered: _____

(3) Date of expiration: _____

D. Description of contract services to be rendered (check appropriate boxes)

- | | |
|---------------------------------|-----|
| (1) Consultation | [] |
| (2) Preparation of materials | [] |
| (3) Direct mail service | [] |
| (4) Collection of contributions | [] |
| (5) Custody of contributions | [] |
| (6) Incur expenses | [] |
| (7) Pay expenses | [] |
| (8) Telephone solicitation | [] |
| (9) In person solicitation | [] |
| (10) Sell tickets | [] |

- (11) Sell goods or services []
- (12) Other (describe in detail) []

E. Payment for service (check appropriate box(es)):

- (1) Fixed fee []
- (2) Contingent upon number of contributions []
- (3) Contingent upon amount of revenue []
- (4) Contingent upon units sold []
- (5) Minimum guarantee: \$_____ []
- (6) Other (please attach explanation) []

2. FILERS WHO WILL HAVE JOINT OR SOLE CUSTODY OF CONTRIBUTIONS:

A. Name, address, telephone number of institution where contributions will be deposited and account number:

Account Number: _____

B. Name and address of person(s) authorized to withdraw from account:

C. Contract provision for turnover of collected funds within five (5) days?

Yes _____ No _____

D. Contract provision for accounting within ninety (90) days?

Yes _____ No _____

3. PAID SOLICITORS

A. Obligations of paid solicitor and charity/association

- 1. If the paid solicitor and charity, police, law enforcement or firefighters' association has agreed to obligations in the contract other than those stated in previous sections, set forth the same clearly. Otherwise state "*none*":

2. State clearly the obligations of the charity, police, law enforcement, or firefighters' association as set forth in the contract:

B. Amount to be received by charity/association (*NOTE:* The contract must contain a provision setting forth the amount to be received by the charity/association expressed as a percentage of gross revenue). Complete (1) or (2):

(1) The compensation of the paid solicitor is contingent upon the number of contributions or the amount of revenue received from the solicitation campaign. The stated amount which the charity/association will receive from the solicitation campaign is _____% of gross revenue (cash receipts before deduction for any fees, salaries or expenses incurred pursuant to the contract whether by paid solicitor or the charity/association itself).

(2) (a) The compensation of the paid solicitor is not contingent upon either the number of contributions received or the amount of revenue raised. However, the paid solicitor has reasonably estimated in the contract that the charity/association will receive no less than \$_____ which is _____% of anticipated gross revenue from the solicitation campaign.

(b) The assumptions for the reasonable estimate are set forth in the contract and are as follows:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____

(c) The contract contains the paid solicitors guarantee that the amount the charity/association will receive from the solicitation campaign will be at least the reasonable estimate less 10% of actual gross revenue.

C. Effective September 7, 1999, RSA 7:28-c, V(a) was amended to require that all contracts between a paid solicitor and charitable trust shall include the following language: The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of the charitable trust with no

rights to transfer, sell, rent, or otherwise cause to be used except by the originating charitable trust.

Does the contract contain this provision: Yes _____ No _____

Date: _____
For the Paid Solicitor/Fund Raising Counsel

Date: _____
For the Charity Association

PAID SOLICITOR/FUND RAISING COUNSEL ACKNOWLEDGMENT

Before me, the undersigned officer, personally appeared _____
_____ and acknowledged that the statements contained in this *Notice of Contract* are true to the best of his/her knowledge and belief and that said statements reflect the provisions contained in the subject contract.

(seal)
Notary Public
My Commission Expires: _____

**ACKNOWLEDGMENT OF CHARITABLE ORGANIZATION, POLICE,
LAW ENFORCEMENT, OR FIREFIGHTERS' ASSOCIATION**

Before me, the undersigned officer, personally appeared _____
_____ and acknowledged that the statements contained in this *Notice of Contract* are true to the best of his/her knowledge and belief and that said statements reflect the provisions contained in the subject contract.

(seal)
Notary Public
My Commission Expires: _____