

Submitted Date _____

Charity's Name: Chatwithgod.org Ministries Inc

Donor's Name: _____ Contact person for pick up _____

Home Number Cell Number Work or Other

Mailing Address:

Street _____ Cross Street: _____

City: _____ State: _____ Zip: _____

(If different from above) Vehicle pick-up Location: _____

Does the donor have the Certificate of Title (pink-slip)? Y/N? _____ From the State of: _____

Year: _____ Make: _____ Model: _____ Mileage: _____

Please try to **Provide VIN (Vehicle Identification Number):** (1981 and newer is a 17 digit number)

VIN# LIC. Plate# _____ State: _____

Condition of vehicle:

Rate Interior (10 been Best) Comments: _____
(Example: rips, cracked dash, windows don't work)

Rate Exterior (10 been Best) Comments: _____
(Example: paint, body dents, doors don't work, cracked windshield)

Any body Damaged?: Yes No

If there is body Damaged please Check one: Front Rear Driver Side Passenger side

Is the vehicle running?: Yes No

Any Mechanical Problems? _____

If No, has any parts been removed from the motor or transmission? Yes No

(If yes, Stop here. we are unable to accept vehicles if the motor and transmission are not complete or taken apart or not in place)

If not Running, is the vehicle accessible? Yes No

(cars that are in back yards, side yards and/or in a garage are not considered accessible and need to be moved to the front or put on the street prior to pick up.)

Are there any low or flats tires?: Yes No If yes, How Many Tires?: _____

Pick up scheduled for **DATE:** _____ **DAY:** _____ **TIME:** _____
(Mon. - Sat.) 7am to 4pm (2 hours window)

Additional Information: _____

Please call Riteway Charity Services Inc. For approval of scheduled pick up day and time before confirming with donor (888) 250-4490.

DO NOT schedule a same day pick up unless you have an **OK** from Riteway Charity Services Inc.
Fax this sheet back to (818) 394-2057 or e-mail to: donations@ritewaycharityservices.org



RITEWAY CHARITY SERVICES INC.

9723 Glenoaks Blvd. Sun Valley, California 91352

888-250-4490 ● FAX 818-394-2057

www.ritewaycharityservices.org

E-mail: donations@ritewaycharityservices.com

April 11, 2010

ChatwithGod.org Inc
Attn: Jennifer Webster
P.O. Box 12376
Costa Mesa, CA. 92627

Dear Jennifer Webster

In response to our e-mail, this letter will introduce you to the best and most cost-efficient car donation program in Southern California. It could also earn your organization the most money per donated vehicle!

We have been operating such a program for the past twenty years for such diverse organizations as: Aids Project Los Angeles, Alzheimer's Association LA, Boy Scouts of America, Childrens Hospital L A, Greater LA Zoo, Habitat for Humanity, Jewish Big Brothers Big Sisters, Los Angeles Mission, The Girl Scouts, Orange County Rescue Mission and Union Rescue Mission. Our current list of supported organizations is listed on our website.

I am enclosing our Information Packet of our Vehicle Donation Program. I have included an example of our donation receipt that is given out to donors for vehicles valued at \$500 or less. A signed Service Agreement is needed to be in compliance with the State Office of the Attorney General. We will also need a signed authorization letter to do DMV paperwork on your behalf. (I have enclosed an example letter).

Please review the information provided. Call us with any questions you may have concerning our program. And if you wish to participate in our program, please sign and return both the Service Agreement and DMV Authorization letter. We will mail you back a copy for your records.

There are **never** any **"negative" numbers**. We have a **monetary guarantee for even the junk cars**. If you have any questions concerning our program, just give me a call. There is a reason so many charities have switched to Riteway.

Cordially,

Teresa Deutsch

SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is entered into by and between **RITWAY CHARITY SERVICES INC.** ("Riteway") and **CHATWITHGOD.ORG INC** ("Charity") (individually, "party"; collectively, "the parties") in connection with Riteway providing the charitable fundraising services specified below to Charity

RECITALS

- A. Charity is a non-profit public benefit corporation formed and operated for charitable purposes.
- B. Riteway is a for profit company engaged in the business of fundraising services,

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Charity and Riteway agree as follows:

1.0 TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue until July 1, 2011 ("the Expiration Date"), unless terminated before the Expiration Date in accordance with the terms of this Agreement. The Effective Date shall be the date of the last signature once all parties have executed this Agreement.

2.0 CANCELLATION/TERMINATION OF THE AGREEMENT

2.1. Charity shall have the right to cancel this Agreement with or without cause, and without cost, penalty, or liability for a period of ten (10) days following the Effective Date, by serving a written notice of cancellation on Riteway. The written notice shall be served as set forth in Section 9.1 of this Agreement and cancellation shall be deemed effective upon Riteway's receipt of the written notice. The written notice shall be sufficient to effectuate Charity's cancellation of this Agreement if it indicates that Charity does not intend to be bound by this Agreement. Any funds collected after the effective notice that this Agreement has been cancelled shall be deemed to be held in trust for the benefit of Charity without any deduction for costs or expenses.

2.2 Following the initial ten (10) day cancellation period. Charity shall have the right to terminate this Agreement with or without cause, upon thirty days written notice to Riteway, with such notice being provided as set forth in Section 9.1 of this Agreement. Upon Charity's termination of this Agreement pursuant to this Section 2.2, Charity's only remaining obligation to Riteway shall be to pay any outstanding Riteway Fees properly incurred and documented as of the effective date of the termination notice.

2.3 Either party may terminate this Agreement in the event of a material breach by the other party of any term of this Agreement which continues without cure for five (5) or more days following the giving of notice to the breaching party in accordance with the terms of Section 9.1 of this Agreement.

3.0 RETENTION; NATURE AND SCOPE OF SERVICES

Charity hereby retains Riteway, and Riteway hereby accepts retention by Charity, to provide car donation services to Charity ("the Services"). The Services include and are limited to:

- (A) Upon notification by Charity to Riteway of a vehicle donation, Riteway will pick up the vehicle;
- (B) Riteway will determine in its sole discretion whether the vehicle is in auctionable condition;
- (C) If the vehicle is determined to be in auctionable condition, Riteway will clean the vehicle, prepare and file the necessary documents with appropriate agencies to sell the vehicle at auction, conduct the auction and sale, and obtain the funds from the auction;
- (D) If the auction takes place and the vehicle is sold, Riteway will deduct the Riteway Fees and will remit the remaining funds to Charity within twenty-one (21) days of the sale;
- (E) If the vehicle is determined not to be in auctionable condition, Riteway will make the appropriate arrangements to have the vehicle sold for salvage, will deduct the Riteway Fees, and remit the remaining funds to Charity within twenty-one (21) days of the sale, or as soon as possible.
- (F) If the Charity terminates this agreement, Riteway will give up the dedicated telephone number that it maintains exclusively for the charity.

4.0 RIGHTS AND DUTIES

4.1 In connection with the Services, Riteway shall have the right to use Charity's name. Charity shall cooperate with Riteway for the purpose of soliciting donations as provided in this Agreement. The scheduling of fundraising activities may be changed by mutual agreement of the parties.

4.2 This Agreement is subject to the issuance of all necessary governmental permits, registrations and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulation over such activities. Riteway shall not commence the Services until compliance with all required permits, registrations and approvals has been effectuated.

4.3 Riteway shall comply with all applicable laws and regulations of the State of California in the conduct of its business and the Services on behalf of Charity.

4.4 In connection with the Services, Riteway, its agents, servants, representatives and employees shall not misrepresent Charity's name and activities in any way. Upon request, Charity will provide Riteway with a description of its organization and its activities which may be used in connection with the Services.

4.5 Riteway, its agents, servants, representatives and employees shall, in connection with the Services clearly state that they represent Charity in connection with fundraising activities on its behalf.

4.6 The Services undertaken by Riteway pursuant to the terms of this Agreement shall be performed by Riteway, its agents, servants, representatives and employees by letter, personal contact or telephone.

4.7 Riteway shall provide all proposed solicitation materials to Charity for review prior to use and shall not use said materials without the express written consent of Charity, through its authorized agent, which consent may be withheld at Charity's sole discretion.

4.8 Charity shall exercise control and approval over the content and frequency of any solicitation. Charity shall monitor the solicitation efforts made by Riteway and reserves the right to direct, instruct and otherwise limit Riteway's solicitation services for the purpose of preserving and protecting Charity's good name.

4.9 Riteway shall provide Charity at least every three (3) months, or more frequently upon Charity's written request, with a list of all donors or purchasers, if the solicitation is a sales solicitation, including a contribution history for each donor (purchaser) in a format to be reasonably designated from time to time by Charity. Such contributor, donor and customer list shall at all times remain the property of Charity and shall constitute confidential information which will be preserved and protected by Riteway in accordance with the terms of this Agreement. At no time and under no circumstances whatsoever shall Riteway have the right to sell or otherwise negotiate the contents of the list or any other information provided to Riteway by Charity.

4.10 Riteway and Charity agree that each party is responsible for complying with its duties and obligations pursuant to California's fundraising registration regulations, if any. Each party will bear its own registration and licensing costs and fees.

4.11 Each party will be responsible for any penalties for its own non-compliance of registration regulations and for its own non-compliance with any privacy legislation, and all expenses and fees incurred as a result of any administrative or legal action resulting from its own non-compliance. Further, each party will indemnify the other for expenses and fees, including but not limited to attorney fees, court costs, and fines or judgments, rising as a result of its own non-compliance.

5.0 CONTROL OF FUNDS

Each contribution in the control or custody of Riteway shall, in its entirety and within twenty-one (21) business days of its receipt: be delivered to Charity in person, by U.S. mail, or by another method of overnight delivery within twenty-one (21) business days of its receipt.

6.0 COMPENSATION OF RITEWAY

In exchange for Riteway providing the Services, Charity shall pay Riteway the following amounts ("the Riteway Fees");

- (A) Three Hundred Dollars (\$300.00) for each vehicle sold at auction by Riteway.
- (B) The cost of towing incurred by Riteway for each vehicle sold by Riteway at auction will be paid by Riteway at cost and charged to Charity at cost.
- (C) The Cost of sales incurred by Riteway for each vehicle sold by Riteway on Internet-Auction will be paid by Riteway at cost and charged to Charity at cost.
- (D) Cars sold for salvage will be paid at flat rates based on the current metal market. There will be no towing charges on salvaged vehicles

Riteway shall deduct the Riteway Fee's, in total, from the proceeds it receives for each vehicle it processes on behalf of charity. The amount so deducted shall be Riteway's compensation for its provision of the Services.

7.0 CONFIDENTIALITY

Except as may be required by law, Riteway agrees that it will not, without first receiving written authorization signed by an officer or director of Charity, during the term of this Agreement or at anytime after the termination of this Agreement, remove from Charity's premises or otherwise divulge to any other person or entity the contents of any records or any other information of any kind relating to the business of Charity, including but not limited to (i) donor and customer lists, telephone numbers and other information pertaining to donors and customers; (ii) finances, plans, or other information relating to the operation of Charity generally; and (iii) other private and confidential information which is a unique asset of Charity or information which, if known to competitors or others outside of Charity, would be harmful to Charity. The provisions of this Section 7.0 shall survive the cancellation, expiration, or termination of this Agreement.

Riteway agrees to deliver to Charity upon termination of this Agreement any and all such information in any form then in its possession or under its control. Riteway acknowledges that such information is confidential and is the sole property of Charity.

8.0 INDEMNIFICATION AND DEFAULT

8.1 Indemnification

Charity agrees to defend, indemnify and hold Riteway, its affiliates, managers, officers, members, employees, representatives, agents, attorneys, successors, and assigns, harmless from and against any and all claims, lawsuits, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses, and fees (including reasonable attorneys' fees and costs) ("the Charity Indemnified Matters") arising out of any negligence, or willful or reckless actions or misconduct of Charity or its employees or agents in the performance of this Agreement.

Riteway agrees to defend, indemnify and hold Charity, its affiliates, managers, officers, members, employees, representatives, agents, attorneys, successors, and assigns, harmless from and against any and all claims, lawsuits, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses, and fees (including reasonable attorneys' fees and costs) ("the Riteway Indemnified Matters"; collectively with the Charity Indemnified Matters, "the Indemnified Matters") arising out of (a) any breach or alleged breach of this Agreement by Riteway, and (b) any negligence, or willful or reckless actions or misconduct of Riteway or its employees or agents in the performance of this Agreement.

8.2 Notice of Demand for Indemnification

If at any time, a party ("the Indemnified Party") receives notice of assertion against it of any of the Indemnified Matters, that party shall, within ten (10) days of receiving such notice, notify the other party, as set forth in Section 9.1 of this Agreement, of the notice it received. Within fifteen (15) days of the date the Indemnified Party mailed the notice, the other party shall notify the Indemnified Party, as set forth in Section 9.1 of this Agreement that it accepts the tender of the notice and will indemnify, defend, and hold harmless the Indemnified Party. In the event the other fails to accept the Indemnified Party's tender of the notice or fails to indemnify, defend, and hold harmless the Indemnified Party as set forth in Section 9.1 of this Agreement, the other party shall be in default of this Agreement.

8.3 Default

Each party acknowledges that a breach of any term of this Agreement may result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law and agrees that, in the event of any breach or threatened breach of such term, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction to prevent a continuing or threatened breach of agreement and such other and further relief as may be proper.

9.0 MISCELLANEOUS

9.1 Notices

All notices, demands, and other communications made pursuant to this Agreement shall be in writing, and shall be deemed duly received (a) on the date of delivery, if delivered in person; (b) the next business day, if sent by reputable overnight courier service which keeps records of deliveries, or (c) five (5) days after mailing, if sent by registered or certified, U.S. mail, return receipt requested, in each case addressed as follows:

If to Riteway, to it at:

9723 Glenoaks Boulevard

Sun Valley, CA 91352

If to Charity, to it at:

P.O. Box 12376

Costa Mesa, CA.. 92627

9.2 Governing Law

This Agreement shall be deemed to have been entered into and performed in the State of California and be governed by, construed, and enforced in accordance with the internal laws of the State of California without giving effect to conflicts of laws principles. Any legal action to enforce the terms of this Agreement shall be venued in the State or Federal courts located in Los Angeles County, State of California and the parties agree that such venue and jurisdiction is proper.

9.3 Assignability

This Agreement may not be assigned by Charity without the prior written consent of Riteway. This Agreement may not be assigned by Riteway without the prior written consent of Charity.

9.4 Pronouns, Plurals, and Certain Words

All pronouns, defined terms and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person, firm, or corporation may require. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection or clause contained in this Agreement.

9.5 Entire Agreement

This Agreement contains the entire, complete, final and exclusive agreement between the parties with respect to the subject matter of this Agreement, supersedes all prior written agreements and negotiations and oral understandings, if any, and may not be amended, supplemented or discharged, except by an instrument in writing signed by all of the parties. No agreement, statement or promise not contained in this Agreement shall be valid and binding.

9.6 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

9.7 Captions

Captions of the Sections of this Agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify or interpret this Agreement.

9.8 Attorneys' Fees

If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief which it may be entitled. This Section 9.8 applies to the entire Agreement.

9.9 Effect on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrator, successors and assigns of Charity and Riteway.

9.10 Agreement Jointly Drafted

This Agreement is not to be construed against any one party. The parties acknowledge and agree that this Agreement was drafted jointly by them and with the full consent of each party. In Executing this Agreement, the parties have relied solely on advice from their respective attorneys and advisors. Each party has reviewed and been fully advised by its attorneys and advisors in connection with this Agreement.