

The Kinsmen Club of Winnipeg Chance Of A Lifetime Contract

Sale of tickets on the 2008 Kin Kar Award – MGCC Lic. # 797 RF

Draw Date is Saturday, June 22, 2008

The purpose of this contract is to assist our Kinsmen Clubs and other organizations in attaining a common goal and to assure that all monies and tickets are handled expediently and efficiently. This contract provides the Kinsmen Club of Winnipeg with protection from fraud and adheres to the rules of the Manitoba Gaming Control Commission.

The _____

(Name of Club/Organization)

agrees to the following conditions:

1. Return **all monies, tickets and ticket stubs** (sold and unsold) to the Kinsmen Club of Winnipeg (c/o: Kar Award Committee), **no later than 45 days from pickup or June 06/2008, with** a balanced statement.
2. In the event that your club/organization is granted the right to supply volunteer workers in a mall or show location that has been booked by the Kar Award Committee (not including the Red River Ex) for the sale of Kin Kar tickets the following will apply:
 - (i) Tickets previously issued to your club/organization for personal sales **are not to be sold** in that location.
 - (ii) A new block of tickets will be allocated for sales in this location.
 - (iii) All monies and tickets (sold and unsold) will be returned within 1 week of the close of sales at the assigned location.
3. Your club or organization will accept financial responsibility for all tickets and money lost. This obligation must be met by **no later than June 06th, 2008**. Specific conditions are as follows:
 - (i) Failure to comply with conditions (1) and (2) above will result in your club/organization being levied a 2% per week penalty on the standard 50% service donation rate.
 - (ii) Your club/organization will be charged the full face value for all lost tickets, **after the donation has been determined** unless:
 - (a) Tickets are found and returned, prior to June 06, 2008.
 - (b) Suitable written documentation explaining the loss of said tickets is received by the Kin Kar Award Committee. The Kin Kar Award Committee reserves the right to question any such documents.
4. Your club/organization, upon failure to comply with conditions 1, 2 and 3 above, agrees to accept responsibility, financial or otherwise, for all lost tickets. In the event that any tickets

are returned after the draw date, and that some of said tickets have been sold, the following shall apply:

- (i) Provide the Kin Kar Award Committee with a list of all parties concerned, including addresses and phone numbers (if available from ticket stubs or otherwise), along with a written explanation.
 - (ii) Contact, in writing, all parties concerned, stating that due to unforeseen circumstances, their ticket was not included in the draw.
 - (iii) Your club/organization will be held responsible for the full reimbursement of all parties involved.
5. When sending in monies to the Kar Award Committee, as per condition 1 above, your club/organization **must provide the Kinsmen Club of Winnipeg with a letter stating where the proceeds will be disbursed.** This letter is required by the Manitoba Gaming Control Commission.
6. If your club/organization has a Kinsmen owned display unit in its possession at a mall or show location, the following conditions will apply:
- (i) **Protect and keep the display units clean and damage free at all times.**
 - (ii) **All responsibilities set out Kinsmen Club at the time of pick up will also apply.**
7. Your club/organization will pay for 50% of the transportation cost of delivering the display units to your sales location if it is outside the city of Winnipeg.
8. Your club/organization will accept 100% financial responsibility for any damage done to the display units while in your possession. This includes damage caused by the general public, such as scratching, stains or tears to displays. Since the display units are insured thru the Kinsmen Club of Winnipeg, your maximum liability costs would include that all deductibles plus any other costs not covered by the insurance on the displays units.
9. Your club/organization must **immediately report** to the Kar Award Committee any damages done to or problems encountered with the display units, and the loss or theft of any raffle tickets or display items.
10. Your club/organization will be responsible to pay its own rental fees for any mall or show location with or without the use of display units.

The Kinsmen Club of Winnipeg agrees to:

1. 1. Upon receipt of the required letter for the Manitoba Gaming Control Commission, as per condition 5 above, send your club/organization a donation, in the form of a cheque, as soon as practicable. The amount payable to you will be a

50% service donation subject to the adjustments indicated in condition 3 above. The calculation of the donation is as follows: [(donation rate * sales) – (expenses + losses)]

2. 2. Upon request provide your club/organization with raffle tickets and a vehicle or display units at a mall or show location booked by either party over a specified period of time. Please note that the Kar Award Committee reserves the right to approve the chosen location the display units as well as to determine the availability of the display units over that time period.
3. 3. Consider reasonable expenses. Display fees are the responsibility of the contracted organization. All expenses must be pre-authorized by the Kin Kar Award Committee. The Kin Kar Award Committee retains the right to accept or reject any expense request.

Please complete the form below and then return all 4 pages either by FAX to 1-204-233-6415 or by mail to the Kinsmen Club of Winnipeg, 161 Grandin Street, Winnipeg, Manitoba R2H OA8 within one week of receipt of this contractual agreement.

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NB: By completing and signing this form our Kinsmen/Kinette Club, school group, or organization agrees to comply with all the conditions and deadlines in this contract.

Name of Club/Organization: _____
(Please print)

What is money being used for? _____

Contact Person: _____ **Position:** _____

Mailing Address: _____

Postal Code: _____ **Phone Number:** _____

E-mail Address: _____

Contact's Signature: _____

Date: _____

Kinsmen Signature: _____