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Donor Management Software Proposal for

Venues Parks and Arts Foundation

PRESENTED BY - Michael Amspaugh

DATE PRESENTED - January 25, 2019
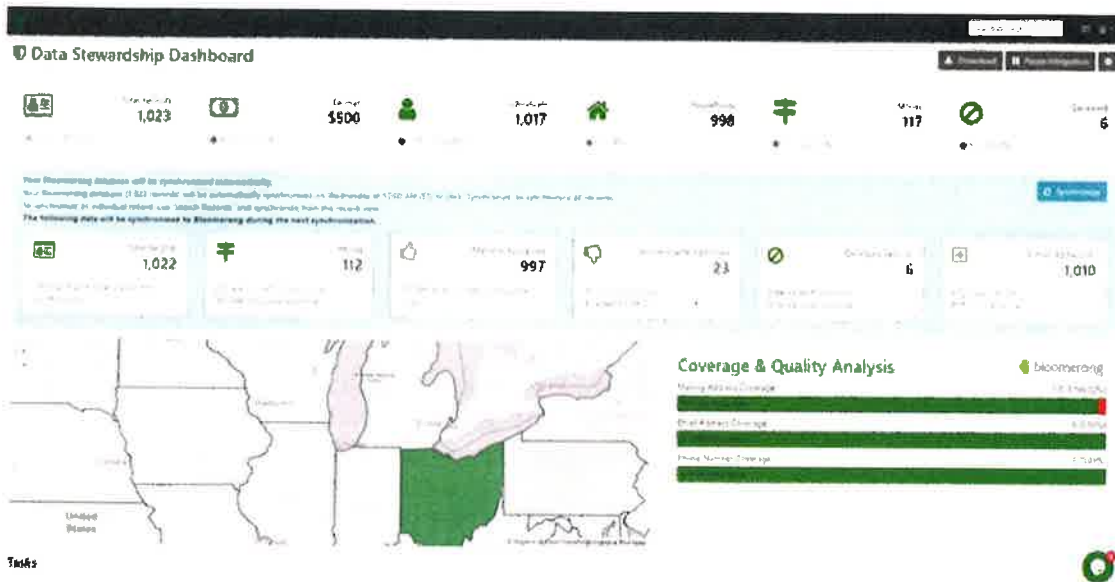
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PHONE - 317-296-8100

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This proposal is valid for 30 days.

You can learn more about our integration with TrueGivers here: https://truegivers.com/bloomerang-about/

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Proposed Solution Overview

Based on the conversations between us and Venues Parks and Arts Foundation, we believe that Bloomerang is the ideal choice for your first dedicated donor management provider for the following reasons:

- Manage donors, volunteers and other supporters from one centralized hub, and generate meaningful and comprehensive reports on their activity.

- Monitor your donor retention rate: the most critical fundraising metric that leads to organizational sustainability and revenue growth.

- Track the engagement level of every constituent to easily see who your top supporters are and who may be in danger of lapsing.

- Create an unlimited amount of online forms for donations, event registrations, and email sign-ups for your website.

- Design and print direct mail pieces like solicitations and gift acknowledgements in batches for quick fulfillment.

- Build and deploy emails using our built-in email marketing tool, and get rich analytics on their performance. Constituent interactions with those emails will be recorded on their timeline.

- Allow for unlimited custom field categories for tracking constituent demographics or interests.

- Monitor Twitter for mentions of your brand name and special event hashtags for increased constituent engagement.

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Pricing Overview for Venues Parks and Arts Foundation

Your record size of under 500 puts Venues Parks and Arts Foundation into the $228 per year price bracket with UNLIMITED users, online giving integration, and up to 2,500 emails a month. Your phone support is $420 annually. Based on our conversation, we are converting and implementing your data for $600 from the two data tables you provide.

Service	Description	Monthly	Annual
Database	0-**500** Records (includes email and online chat support)	$19.00	$228.00
Support	Personal Support (unlimited telephone support + 1 hour of one-on-one training per year)	$35.00	$420.00
DonorSearch	ProspectView Online Research Tool (Prospect and Wealth Screening)	$14.85	$178.20
Total Recurring Fees			$826.20
		Quantity	**One Time Fees**
Conversion	Basic Conversion		$600.00
Bloomerang Academy	Unlimited access to live and on-demand classes		$0.00
Setup Consulting	Hours of individualized setup consulting (to be used within first 90 days of service)	2 Hours	$350.00
Total First Year Investment:			**$1,776.20**

Total Cost Justification:	*+$6,472.00*
Total Dollars Returned to Budget:	*+$4,895.80*

1. Recurring fees are billed annually and require completed ACH or Credit Card authorization (**any deviation requires a surcharge**).

2. Custom data conversion costs are billed 50% at start of conversion with balance due fourteen (14) days after initial test data is provided for review or 90 days from contract signing, whichever comes first. Basic conversions are billed 100% upfront.

constituent accounts, your organization will be responsible for merging the duplicate records or entering the unmatched entries manually after the conversion has been completed.

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Accepting this proposal

To accept this proposal, please download this proposal and payment authorization form. Sign both, then scan and email or fax them to Bloomerang.

Venues Parks and Arts ~~Foundation~~ by its Board of Park Commissioners

By: _____

Venues Parks and Arts Foundation Signature

Mark W. Neff

Printed

President

Title

3/18/19

Date

Billing Questions?

Bloomerang, Inc. • AttnController • Phone 317 296 8100 • Email billing@bloomerang.co

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Credit Card Payment Authorization for Venues Parks and Arts Foundation

By providing credit card information below, I (we) authorize Bloomerang to debit this account for charges agreed to in this proposal as well authorize its use for future renewals and additional mutually agreed upon products and services.

Name(as it appears on the Card) _____

Type of Card   □ VISA   □ MASTERCARD   □ DISCOVER   □ AMERICAN EXPRESS

Last 4 digits of CC #   XXXX - XXXX - XXXX - _____

Expiration Date   _____ / _____

Security Code   _____
3 digits from Back of card.
For AmEx, 4 digits from Front of
card.

Credit Card Billing Address: Street _____

City _____ State _____ Z.I.P _____

Telephone (   ) _____ - _____

Cardholder Signature   _____

_____
printed

Date _____ / _____ / _____

5724 Birtz Rd., Indianapolis, Indiana 46216
MAIN 866 332 2999 **FAX** 317 296 8100 **WEB** bloomerang.co

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This proposal is valid for 30 days.

Bloomerang Subscription Agreement

This **AGREEMENT** governs Your acquisition and use of Our Services. This Agreement was last updated on December 12, 2016.

You can find the most current version here: http://bloomerang.co/tac.

It is effective between You and Us as of the date of Your acceptance of this Agreement (as indicated by the date on the signature page of the Proposal).

1. **DEFINITIONS.**

    1.1 **"Agreement"** means the combination of this Subscription Agreement and the Proposal.

    1.2 **"Fee Schedule"** means the table of customized pricing for Services listed in the Proposal.

    1.3 **"Payment Authorization Form"** means either the page entitled Credit Card Payment Authorization or the page entitled ACH Payment Authorization from Your Proposal.

    1.4 **"Proposal"** means the Donor Retention Software Proposal specifying the Services to be provided that is entered into between You and Us, including any addenda and supplements thereto.

    1.5 **"Fees"** mean any amount due for any of the Bloomerang products or services.

    1.6 **"Recurring Fees"** means the periodic fees for Your subscription to any subscription-based Services.

    1.7 **"Services"** means any and all products and services that are ordered by You in the Proposal or subsequent agreement and made available by Us, including the core Database Services.

    1.8 **"Database Service"** means the a browser interface, data encryption, data access, Bloomerang software access and data storage.

    1.9 **"Email Service"** means sending from, or receipt of, any electronic message (Email) through the Database Service.

    1.10 **"Constituent Records"** means each unique account in your database.

    1.11 **"Production"** means the environment and servers where all live data in use is housed.

    1.12 **"Technical Requirements"** means the page entitled Technical Requirements in Your Proposal.

    1.13 **"We," "Us"** or **"Our"** means Bloomerang LLC.

    1.14 **"You"** or **"Your"** means you, the non-profit organization or other legal entity for which You are accepting this Agreement.

(e.g. email or attachment storage). For the most current Database Services pricing, check https://bloomerang.co/pricing or contact a sales representative. For a price quote for other Services, contact a sales representative.

7.2 **Payment Method.** You shall provide Us with accurate and valid ACH or credit card billing information via the Payment Authorization page in Your Proposal which will be used to pay for services rendered. Failure to do so will result in a service fee.

7.3 **Payment Authorization.** You authorize Us to process payment for Your Recurring Fees and any other fees or charges You may incur in connection with the use of Our Services at the current rate to Your Payment Method provided along with this Agreement.

7.4 **Billing.** We will process Your Recurring Fees on a yearly basis. Other fees are processed as outlined below or else at the time you agree to purchase a Service.

> 7.4.1 **Database Services.** The start of the Database Service period coincides with the start date of this Agreement's Term as defined in Section 5 and Bloomerang will begin processing your ACH or Credit Card within one (1) day of that date.
>
> 7.4.2 **Conversion Services.** For a custom conversion, 50% of all conversion fees will be processed at the time of Your initial order and the remaining 50% will be processed with the payment for the first years' Recurring Fees. For a Basic conversion, all conversion fees will be processed at the time of the initial order.
>
> 7.4.3 **Telephone Consulting Services**. Telephone Consulting Services (also referred to as Implementation) included in the Proposal will be processed 100% upfront. Any Telephone Consulting Service not used in the first ninety (90) days will convert from private sessions to public sessions held throughout each month.
>
> 7.4.4 **API Telephone Consulting & Services**. Consulting services, and other assistance provided to You, relating to the API will be processed at Our current rate for API-related work. Any of these Services included in the Proposal will be processed 100% upfront. Any such service not used in the first ninety (90) days will convert from private sessions to public sessions held throughout each month.

7.5 **Additional Terms**. We reserve the right to change the Recurring Fees and to institute new fees or charges upon completion of any contract period. Current pricing can be found at https://bloomerang.co/pricing. We further provide that the annual change in Recurring Fees, if any, shall not exceed the annual change in the Bureau of Labor Statistics Consumer Price Index.

7.6 **Suspended Access.** We may suspend Your access to the Database Service if Your account is delinquent for more than ten (10) days. Your data is subject to permanent removal at thirty (30) days delinquency.

8. **CONVERSION, IMPLEMENTATION AND TRAINING.**

9.1 **Title to Data**. All of Your data remains Your sole property. We will provide summary aggregate views of certain data as part of its reporting processes. Those views will never compromise any individual data.

9.2 **Access to Data**. You may download Your data for free via the standard reporting parameters provided by the Database Service any time during the term of this Agreement.

> 9.2.1 **Other Formats**. Furthermore, upon request, We will provide You Your data in a standard CSV format for a fee equal to the lesser of either four (4) months' value of Recurring Fees or $1,500.00.

> 9.2.2 **Retention of Data After Termination of Agreement**. We are not responsible for storage or retention of Your data more than thirty (30) days after termination of this Agreement. Should You desire for Us to keep Your data protected on Our servers without access rights for a stated time period, there will be a fee of one-half (½) of Your Recurring Fees for Database Services.

9.3 **Protection of Data**. Once the Conversion is complete, You will control all logins and passwords which provide access to Your data. We shall not access or modify Your Data except to prevent or address service or technical problems or, with Your permission, in connection with customer support matters. We shall not disclose Your Data except as required by law.

9.4 **Credit Card Information**. For all e-commerce transactions processed on Our hosted system, the credit card information that is collected is used solely for the purpose of completing the specific transaction. After the transaction is complete, the credit card data is encrypted and may only be used for future authorized transactions.

10. **USE OF SERVICES.**

> 10.1 **Database Service.** The "Database Service" consists of a browser interface, data encryption, data access, Bloomerang software access, and data storage. You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Database Service, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Database Service. Bloomerang reserves the right to monitor usage of the Database Service for diagnostic and security protection purposes and the right to improve and modify the Database Service at any time without notice.

> 10.2 **Email Service**. The "Email Service" consists of sending from or receipt of any electronic message (Email) through the Database Service.

> > 10.2.1 **Limitations on Email Use.** By using this service, you agree to comply with all laws applicable to the sending of electronic messages. Bloomerang reserves the right to restrict, modify, or otherwise terminate your use of the service if the following policies are not adhered to:

> > (i) Use of non-permission based Email lists. This includes purchased or rented lists, as well

10.5 **Reservation of Rights.** Subject to the limited rights expressly granted to You in this agreement, We reserve all rights, title and interest in all software related to the Database Service.

10.6 **Restrictions on Use.** You shall not

(i) create derivative works based on Our software,

(ii) copy, frame, or mirror any part or content of the Database Service,

(iii) reverse engineer the Database Service, or

(iv) access the Database Service in order to build a competitive product or service or copy any features, functions, or graphics of the Database Service, or

(v) Allow any third party to access the Database Service for the purposes listed in (i) - (iv).

10.7 **Lawful Use.** You will use the Database Service in compliance with all applicable laws, including without limitation medical record, internet privacy, copyright, trademark, obscenity and defamation laws.

10.8 **Confidential Information**. During the term of this Agreement and at all times thereafter, neither party shall disclose, sell or transfer to any third party, other than for the performance of this Agreement or as required by law, any confidential information and intellectual property of the other party without the express written consent of the other party. This includes but is not restricted to personal and business information stored by either party.

10.9 **Passwords and Security.** You are responsible for any and all activities that occur under its account(s) and the confidentiality of all its passwords in connection with the Database Service. You shall notify Us of any unauthorized use of its account(s) or any other breach of security. We will suspend or change access to Your account within one (1) business day or less after receipt of written notice from You that a password has been lost or otherwise compromised.

10.10 **Technical Requirements.** You shall access the Database Service using a device with a minimum screen resolution of 1024x768 using the latest version of Chrome, Firefox, Safari, or Internet Explorer. We will not be liable for any service interruptions, errors or loss of data caused by malware or non-conforming hardware used by You.

11. TERMINATION AND SURVIVAL.

11.1 **Termination for Cause.** We may terminate this Agreement immediately or suspend Your access to the Database Service upon any material breach of this Agreement by You (such as failure to allow processing of payment for the Database Service) or if We determine that You may be performing activities harmful to Us or other users of the Database Service.

expenses incurred by the prevailing party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses, court costs and other reasonable costs and expenses of litigation.

14.5 **Severability**. If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.

14.6 **Notice**. All notices under this Agreement shall either be given in writing or sent via email.

14.7 **Merger**. Your Proposal and the most current version of this Agreement set forth the entire understanding between You and Us with respect to its subject matter and supersedes all prior negotiations, understandings and agreements - express or implied - concerning such matters. In the event of any conflict between the terms and conditions of this Agreement and any subsequent ordering document, terms listed in the Proposal shall control first and the most current version of this Agreement shall control second.

14.8 **Internal References**. References to Sections are to Sections of this Agreement.