

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the \_\_\_ day of \_\_\_\_\_ in 20\_\_\_ (herein referred to as the “Effective Date”) by and between:

Apogee Travel, LLC (herein referred to as “Apogee”), and \_\_\_\_\_ (herein referred to as “Charity”). Parties may be referenced individually as “Party” and collectively as “Parties.”

## **PURPOSE**

The purpose of this MOU is to establish a good-faith foundation between the Parties for collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party’s individual goals and the collective goals of the partnership.

This MOU is designed to detail the specifics of the working relationship between the Parties to the mutual benefit of the Parties and the communities they serve, specifically: *the generation of cash donations to Charity by Charity’s members/supporters who subsequently use Apogee to book hotel rooms*. This MOU does not obligate the Parties to provide funds or payment (other than the distribution of charitable donations directed specifically to Charity through Apogee’s users’ choice). This MOU does not bind Parties to any legal obligations.

## **DURATION OF MOU**

This MOU becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

## **ROLES AND RESPONSIBILITIES**

To achieve Parties’ mutual desires, each party agrees to the following roles and responsibilities:

Apogee will provide Charity with access to professionally designed marketing materials (social media content, email content, website content, etc.) for Charity to select and promote to its members/supporters. Apogee will ensure that Charity’s correct information (EIN, 501c3 status, mailing address, ACH info, etc.) is properly listed in the Apogee system. Apogee will ensure that the distribution of charitable cash payments derived from Apogee’s platform and designated to Charity are made in a proper and timely fashion.

Charity will *actively* and *regularly* promote Apogee to its members/supporters through Charity’s social media accounts (Instagram, Facebook, TikTok, LinkedIn, etc.), website, email lists/campaigns, fundraising events, and any other additional mediums which Charity considers appropriate. Charity will amplify Apogee promotional efforts during lead-up periods to traditional peak travel periods (spring break, summer vacation, winter holidays, etc.).

## **UNDERSTANDING**

The Parties acknowledge and agree that no contractual relationship or legally binding obligation is created between the Parties by this MOU. Rather, the Parties agree to work together in the true spirit of partnership to ensure that there is a united, visible, and responsive engagement in support of the above efforts.

This Memorandum will become effective upon the signature of the Parties.

### **FOR APOGEE**

### **FOR CHARITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name/Title