

CONSULTANT CONTRACT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2001,

BETWEEN:

**WALTHAM LAND TRUST, INC.**  
(hereinafter called the "Trust")

and

(hereinafter called the "Consultant")

WHEREAS the Consultant is prepared to work as an independent contractor on a part-time, contractual basis as a fundraising consultant to assist the Trust to develop and implement a capital campaign project, hereinafter called the "Project";

The Trust and the Consultant hereby agree as follows:

1. The Consultant shall perform the Project as described in Appendix "A" attached hereto.
2. Work on the Project shall commence on or about \_\_\_\_\_, 2001 and shall be completed on or about \_\_\_\_\_, 2002.
3. In consideration of the Consultant carrying out the Project, the Trust shall pay the Consultant a sum not to exceed \$xx,xxx. Payment shall be made by the Trust, by check, at the Consultant's Hourly Rate of \$xxx. The Consultant shall submit bills on a monthly basis. There will be no charge for travel time or for incidental expenses.
4. Either the Consultant or the Trust may terminate this Agreement by giving 14 days written notice without penalty and without cause.
5. The Trust shall retain sole ownership of any list of potential donors, and cultivation and solicitation strategies for individuals targeted as potential major donors, and such intellectual property shall not be redistributed or reused by the Consultant without prior written permission of the Trust.
6. The Trust and the Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer or the employee, principal or partner of or joint venture with the other party. Neither the Trust nor the Consultant has any authority to assume or create any obligation or liability, either expressly or implied, on behalf of the other.
7. This Agreement shall be governed by and construed in accordance with the laws of the United States and the laws of the Commonwealth of Massachusetts applicable therein.
8. This Agreement embodies the entire agreement of the parties hereto and no change or modification shall be valid unless it is in writing and signed by both parties

Deleted: ¶

In witness whereof the parties agree to be bound by the terms of this Agreement.

**For Trust**

**For Consultant**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Appendix A  
Project Description

Timeline: \_\_\_\_\_, 2001 – \_\_\_\_\_, 2002

Estimated hours billed xx per week times xx weeks = xxx hours – xxx hours  
The Development Committee will monitor hours billed and time needed and determine the average hours needed per week.

Contract Activities:

The Consultant agrees to provide the following services as part of the Project:

- Activities for the Second Phase of the Capital Campaign
  - Work with the Development Committee and volunteers to develop detailed cultivation and solicitation strategies for individuals targeted as potential major donors.
  - Continue to develop a detailed list of potential donors through research and brainstorming sessions.
  - Carry out several donor cultivation projects designed to inform local residents about the Trust's activities and goals.
  - Conduct training sessions as needed for Board members and other volunteers who will be requesting support from donors.
  - Help raise operating funds to hire a part-time Membership Coordinator.
  - Assist the Membership Committee and a Membership Coordinator with activities designed to double the number of current member from 125 to 250.
  - Work with the Trust's Treasurer to ensure proper records are kept of campaign gifts and that a system is put in place to record and acknowledge gifts in an appropriate and timely manner.
  
- Products
  - Create a revised Case Statement for the Land Preservation Fund.
  - Assist at least one Trust committee, in addition to the Development Committee, with a grant proposal to fund their activities.
  - Write articles for the newsletter as requested by the Development Committee.
  - Help the Trust reach the revised fundraising goal for the Land Preservation Fund of \$xx,xxx by \_\_\_\_\_, 2002.
  
- Communication
  - Meet with the Development Committee on a monthly basis.
  - Attend meetings of the Board, as needed
  - Communicate, from time to time, by email with the Board and Committee.
  - Communicate with foundations, corporate sponsors, or private donors, as needed, including progress reports and final reports.

To ensure that the above activities of the consultant result in significant donations to the purchase of an identified open space property the Board of Directors of the Trust agrees to:

- Have a Development Committee with at least three Board members and two Campaign volunteers.
- Have members of the Board attend a training session on requesting support from potential donors.
- Have every member of the Board participate in the Campaign in some manner, by requesting donations, assisting with a cultivation event, assisting with campaign record keeping, writing letters to the editor, or some other activity that will help the Campaign.