CAPITAL CAMPAIGN TOOLS

CONDUCTING A CAPITAL CAMPAIGN IN YOUR PARISH

A. Establishing the Case: Statement of Needs at the Parish

1. What has brought the parish to this point of considering a campaign?
2. How does the campaign relate to need as outlined in your overall parish plan/ goals?
3. Has the parish made an analysis of the short term and long-term needs of the community?
4. How quickly does the parish need the funds?
5. How long will the proposed capital project take? (new construction, restoration, renovation)
6. Does the parish have funds on hand to contribute to the project? Where are these funds located?
7. Is money available for a loan?
8. Does the parish have the ability to pay off a loan?
9. If yes, how much and over what period of time?
10. Can all or part of the financial challenges be addressed through ongoing parish Stewardship?
11. Is the parish changing in any way and has this been included in your analysis?
12. Has the parish had any past campaigns?
13. If yes, how much was raised, collected, etc.
14. If yes, are collections completed for the past campaign?

15. How have the parishioners been involved with the decision making process in preparing for a campaign?

16. If needed, has an architect been hired and how was the selection process made?

17. If construction is to take place, how was the decision made to determine whom to retain?

B. Evaluating Financial Potential

1. Does the parish have an accurate census and is the parish roster updated including names, addresses, telephone number, etc.?

2. What is the age breakdown of the parishioners?

3. Is the parish increasing or decreasing in size?

4. Are there any unique situations that should be addressed prior to the campaign?

5. How strong is the economy of the community, region and state?

6. Is any positive or negative publicity taking place?

7. What mini-campaigns, special fundraisers, etc. occur annually within the parish?

8. How much is the regular offertory income annually?

9. How much are the Christmas and Easter collections?

10. How many Catholic households receive offertory envelopes?

11. How many Catholic households use the envelopes on a regular basis?

12. How many Catholic households use envelopes occasionally?

13. How many checks /cash are received each week or monthly that are not included in the envelopes?

14. Does the parish keep track of those parishioners who contribute in this way?

15. What other funds are collected during the week for the parish?

16. What other sources of funding does the parish have? Are any anticipated that could relate to the campaign (e.g. land sales, etc.)?

17. Has the parish developed offertory programs within the past few years such as implementing Stewardship or Sacrificial Giving?

18. If yes, how were they conducted, what records are available, literature developed, etc?

19. What does the parish leadership believe can be raised with a capital campaign?

20. How many Catholic households have the ability to consider gifts of $50,000 to $100,000 and above over a period of 3-5 years?

21. How many Catholic households support the offertory at a level of $1,000 and above annually?

22. Are 20% of the parish households giving 80% of the total offertory revenue? Other percentages?

C. Diocesan Regulations

Please review the attached overview/ check list on the capital campaign within the Diocese of Phoenix to determine whether you need to initiate additional steps. The following questions may also assist in the process.

1. Has the parish received advice or permission from the identified diocesan offices to conduct a campaign?

2. What are the diocesan regulations regarding the funds needed to break ground, borrow funds, repayment of a loan, terms, etc.?

3. What is the parish's responsibility regarding the relationship and timing of a campaign and the Charity and Development Appeal?

4. Have the architect and contractor been selected and /or reviewed by the appropriate diocesan offices?

5. Has the parish met with representatives from the diocesan office of Buildings and Properties, Finance, etc. as outlined in the checklist?

6. Does the parish have the ability to conduct their own campaign? If the parish is planning to use a firm to conduct the feasibility study and campaign, has the parish determined and evaluated the personnel needs and other costs to the parish in addition to the firm resources and costs?

7. Has the parish met with the Office of Stewardship to obtain support and information regarding a feasibility study and overall campaign resources? The Office of Stewardship can provide a list of accredited firms experienced in conducting Catholic parish campaigns and other information as needed.

D. Campaign Leadership

1. How long has the pastor been at the parish?

2. How does the pastor see himself involved in the campaign?

3. Has the pastor been involved in previous successful capital campaigns?

4. Has the pastor been involved in all early campaign discussions?

5. Is the pastor informed of the diocesan regulations, requirements, etc.?

6. Does the pastor have experience/ background in building, renovation, restorations, etc.?

7. Does the pastor have experience in ‘asking for the gift’ and is he willing to do so?

8. Will the pastor be willing to encourage others to become involved in the campaign, motivate parish leadership and parishioners in support of the effort?

9. Will the pastor be able to offer the time resources needed to achieve campaign potential?

10. Does the parish have the leadership necessary to implement a successful campaign?

11. Would you consider this parish quiet, somewhat active, active or extremely active?

12. Are there many ministries, programs and other activities taking place regularly at the parish?

E. Timetable/ Other

1. When does the parish wish to conduct the campaign?

2. Is this considered a good time to conduct campaigns in this community (e.g. will major donors be out of the area during the summer months, when are other community campaigns being held, etc.)?

3. Are there other time factors that might influence the success of the campaign (e.g. availability of pastor, campaign leaders, etc.)?

4. How do you plan to educate parishioners about the need for the campaign and reasons why the parish is conducting the campaign?

5. How can this campaign strengthen the relationship of the parishioners to the parish and to each other?

Feasibility Study Overview

Prior to initiating a capital campaign, an organization should conduct a feasibility study to measure organizational readiness among constituencies and determine the likelihood of success.

The principle objective of a feasibility study, sometimes referred to as a market survey or analysis, is simply to judge whether or not a capital campaign is feasible. This judgment is based on a number of variables. Each organization is going to have strengths and weaknesses and the feasibility study will reflect the organization's constituencies' perceptions of the positive and negative. Once this information is collected and digested, a judgment can be made as to whether the campaign is feasible and progress can be made in establishing goals.

In general, the feasibility study provides a number of strategic advantages for an organization considering a capital campaign. Besides "testing the waters," it helps to identify:

- Potential campaign leadership
- Potential campaign major donors
- Acceptance of the project
- The size of the goal

For a traditional volunteer-driven campaign, having a firm grasp of the above variables is critical.

Experienced organizations, however, sometimes feel that a feasibility study is unnecessary in their particular situation. Those backing a campaign or project may believe that they have the gifts "lined up" and consider a feasibility study simply an effort in futility.

This is usually a critical mistake. Even in the best of circumstances, the campaign may flounder in its organizational stage because it lacks the information the feasibility study provides.

Case Study
A church is planning some new construction and renovation. A great deal of time has been spent investigating the needs of the congregation and four specific areas have been determined:

- School renovation
- New gymnasium
- Meeting space
- Endowment

When the feasibility study is conducted, it produces some interesting results. While many people in the congregation have included the church in their estate planning, the feasibility study determines that endowment needs will not be supported through current giving to the campaign. In addition, there is a lack of understanding regarding the meeting space needs. However, the school renovation is well understood and appreciated by the congregation, as is the need for the gymnasium.

As a result of the feasibility study, the congregation modified its plans. It decided to proceed with the school renovation, combine the gymnasium and meeting space needs into one building, and finally to eliminate endowment prospects for the campaign (endowment needs would be funded in the future through planned gifts.) Because it was based on the opinions and perceptions of those interviewed during the feasibility study, the campaign was successful.

Value of a Fundraising Feasibility Study

William R. Cumerford, in his book, *Fundraising: A Professional Guide*, discusses the value of using a capital campaign feasibility study. The values that he identifies include:

1. A feasibility study is a basis for decision making.
2. A feasibility study can project both long-range and short-range objectives for both the project and the organization.
3. Based on the interviews from a feasibility study, various success factors can be identified, such as:
    - The case
    - Financial needs
    - Public relation needs
    - Organization and basic strategy
    - Leadership
    - Prospects
    - Campaign workers

- Standards of giving
- Fundraising method
- Time schedule
- Local campaign budget

4. The anticipation of problems and prescribed solutions in advance of implementing a campaign can be foreseen through the feasibility study.
5. The study determines how much money can be raised over what period of time.
6. An appropriate plan of action, based on the circumstances of the organization, can be defined. It includes recommendations for:
   - Developing strategy, plans and programs
   - Identifying donor potential
   - Establishing goals
   - Delegating responsibilities
   - Encouraging leadership support
   - Recruiting staff and volunteers
   - Preparing communication material
   - Budgeting and scheduling
7. A cost estimate to implement the campaign, based on the length and the variables that are necessary to be involved, can be determined.
8. The study enhances probability of confidence in both the organization and the project among friends of the institution.

Conducting a Fundraising Feasibility Study

A feasibility study is a series of structured interviews that answer significant questions for an organization contemplating a capital campaign. It provides a basis for making important decisions about the campaign that may affect the future direction and long-term viability of the organization.

Because a capital campaign requires major investments of time and resources, the campaign planners must be able to gauge accurately the potential for success. An organization must enter a campaign with most of the factors in place that will help assure success. The group must be realistic, know its strengths and weaknesses, understand its objectives, and have a well-conceived plan.

A feasibility study accomplishes a great deal for an organization laying the groundwork for a successful capital campaign. The primary goals of the feasibility study include:

- To identify interviewees' interest in and understanding of potential funding projects;
- To evaluate the probability of acceptance of a major capital campaign;
- To promote the organization's plans to key individuals;
- To identify leadership and volunteers for the campaign;
- To identify possible prospects for the campaign;
- To estimate financial support for the campaign and define goals;
- To measure the climate for the campaign;
- To seek input from key leaders on other relevant issues;
- To determine constituency cultivation activities;
- To determine the configuration and timeline of an integrated, multi-faceted effort.

The outcome of the feasibility study is the study report which provides identification of the following:

- Recommended leadership
- Donor interest
- Project variability
- Interview conclusions
- Recommendations

Factors for Success

There are several factors which can determine whether a project will be successful. Some of these include:

1. An appealing case that inspires the internal and external constituencies of the organization.
2. A reasonable objective that is attainable.
3. A friendly, well-informed constituency that is interested in the project, is aware of the facts and is willing to support the organization.

4. Timeliness from the perspective of other community initiatives and especially the ability to obtain the right leadership.
5. The availability of different prospects and friends of the institution to support the project.
6. Planned time to prepare the campaign in an appropriate manner and an appropriate budget available to underwrite the expenses.
7. An adequate scale of giving that will provide a gift range chart and appropriate donors to support gifts.
8. Substantial preliminary gifts to support the endeavor.
9. An appropriate fundraising strategy approved by the pastor and committees.
10. Confidence and support for the plan as well as sufficient volunteer involvement and support among the parish leaders and staff to implement the campaign plan.

The Role of the Feasibility Study

In addition to examining the potential for a specific project, a feasibility study tests the organization's overall variability and credibility. The study may also uncover warning signals regarding sensitive organizational issues that might surface during a campaign.

Feasibility studies also provide an opportunity to educate the organization's constituencies and create a database of information for further analysis.

A feasibility study's primary role, however, is to establish an overall strategy for success based on the organization's strengths, weaknesses, leadership, capabilities and the project itself. Eventually, the campaign preparation and master plan will encompass the strategy of the campaign as suggested by the feasibility study.

According to the Association of Fundraising professionals, a feasibility study achieves the following:

- It tests a cross-section of leadership and major prospective donors.
- It tests the viability of the case.
- It tests the climate for giving.
- It determines the availability of volunteer leadership.
- It tests the "gift range" table.
- It determines the availability of prospective donors with the ability and interest to support the proposed campaign.

Information derived from the feasibility study includes:

- The feasibility of success
- Appropriate goals
- Campaign strategies
- Campaign structure
- Staffing and support requirements
- Training requirements

Confidentiality

Traditionally, the feasibility study is considered a confidential document. The Association of Fundraising Professionals suggests it is best to conduct a feasibility study with the assistance of a third party (e.g. professional counsel) in order to maintain confidentiality and to provide an atmosphere in which individuals will respond objectively.

The confidentiality of the interviewee must be protected. The client receives a list of the individuals who were interviewed (the client and consultant typically determine this list) and the overall responses, oftentimes verbatim, attributed to the interviewees. The feasibility study report itself does not attribute comments to individuals by name; therefore, the client receives objective and verbatim responses while maintaining the integrity of the process.

The consultant's role is to conduct the feasibility study as an impartial professional, obtaining information and providing judgments based upon analysis of the database.

Reporting

When the study and analysis are complete, the information is compiled and presented to the pastor and campaign committee or the organization's senior staff and the board of directors by the individual conducting the study, usually the consultant. From this report, a final decision is made whether to be able to proceed and how to proceed with planning and implementing a campaign.

This presentation is important because it not only provides the results of the study, but also offers an opportunity to discuss the information. The consultant's conclusion and recommendations can be discussed and better understood through a presentation format.

Final Steps

It is not unusual that the parish or organization needs to consider some preliminary activities prior to embarking on a capital campaign. As discussed previously, the project needs to be defined in its entirety, and the organization and community need to be ready for the campaign. Public relations and overall campaign communication activities should be developed and initiated to "lay the groundwork" for the capital campaign at this time.

Various sources suggest that positive aspects to have in place before beginning a capital fund drive include:

- A positive image
- Verification of the perceived need
- Presence of available funds
- Capable leadership
- A favorable economic climate

Bibliography

Cumerford, William R., *Start-to-Finish Fundraising*. Chicago, Il, Precept Press Inc., 1993.

Association of Fundraising Professional (AFP). *The Survey Course on Fundraising*. Alexandria, VA, 1994.

Dover, Kent, CFRE, *Conducting a Successful Capital Campaign: A Comprehensive Fundraising Guide for Nonprofit Organizations*. San Francisco, CA, Jossey-Bass Management Series, 1998.

Strawhecker, Paul J., MPA, ACFRE. (2003) *Capital Campaign Implementation: Are You Ready.* Omaha, NB, 2003.

Capital Campaign Brochure

Elements of a Campaign Brochure

- Mission Statement/ include Stewardship concepts.
- History – May be brief, gives some idea of how the parish / organization started and how it has grown over the years.
- Specific program activities – What services or programs does the parish/ organization provide today? Who is served? Has the parish/ organization received special recognition or honors?
- Current program needs – This section introduces the parish/ organization's problem or need. What has changed? What can the parish/ organization *not* accomplish currently that will benefit the community? Why? Has the external environment changed, e.g. significant population growth in the area?
- Vision for the future – This is what the parish/ organization has decided is the solution to the problem just presented. Give details about the solution, and if it is a capital project, include renderings. This may be an opportunity for a summarized Elevator Statement about the need of the campaign.
- Conclusion/selling points – Describe the list of benefits, considering all constituencies. Include the cost of the project and what the solution will allow the parish/ organization to achieve.
- Introduce the campaign – Describe how the funds for the project will be raised. Consider developing a distinctive theme or logo for the effort. Let people know how they can help support the campaign. Reiterate what the project will allow the organization to do for others.
- Volunteer leadership – Highlight the individuals behind the effort, the pastor, a campaign chair, co-chairs or a committee. This may be done with photos, quotes, letters or a simple listing.
- Testimonials/case examples – These can be used throughout the brochure to bring interest and a more human element to the cause. If using several quotes, represent different constituencies and/or aspects of the project benefits.
- Good visuals are essential. Pictures make the brochure more compelling and interesting to the reader.

CAMPAIGN CONSULTANTS: QUESTIONS & CRITERIA

Common Duties and Responsibilities

1. Work on an independent contractual basis with a fee for service basis.
2. Handle most of the logistics for the campaign.
3. Assist with the formulation of overall strategy for the campaign.
4. Establish a calendar for meetings.
5. Begin a prospect and leadership database.
6. Write and assist with the campaign plan.
7. Assist with the Case finalization.
8. Select printer if requested.
9. Develop Campaign Operative Printed Materials as identified and needed.
   - Personalized Leadership and Major Gift booklets.
   - Diocesan and School brochures for each campaign phase.
   - Promotional and training videos.
   - Manuals, volunteer kits, binders and any other orientation/ training materials.
   - Banners, posters, buttons, logo clip art, and any other promotional materials.
   - Newsletters, press releases, sample pulpit announcements and any other educational materials.
   - Letters of intent, pledge cards, report envelopes and transmittal forms.
   - Any other necessary materials.
10. Prepare tracking chart of calls and results.
11. Organize and schedule targeting meetings for Campaign Committee and other committees as formed.
12. Schedule and coordinate prep and logistics for all the meetings.
13. Help with committee prospecting /recruiting of primary committees.
14. Work on model parish list and recruitment.
15. Work on schedule lists and recruitment.
16. Compose and produce all different types of letters necessary for the campaign.
17. Prepare all the agendas for the different meetings.
18. Help conduct the necessary meetings for the different phases.

19. Help with the training and orientation of leaders for the different phases.
20. Help with the reporting and pledge billing systems to assure timelines and accuracy.

Questions and Criteria for Evaluating Fund Raising Counsel

The Company

1. How long has the company been in the business of conducting major gifts campaigns?
2. How many major gift campaigns did the company conduct in the previous year?
3. How many full-time employees (including support) does the company have?
4. Is the company a member of the American Association of Fund Raising Counsel? (AAFRC)
5. Is the company listed in Dun and Bradstreet?

The Consulting Staff

1. How many full-time consultants are on staff?
2. How many consultants are part-time or contract employees?
3. Can we make the final decision on who the specific consultant assigned will be?
4. How available will other senior consulting staff be to offer input during the feasibility study/ campaign?
5. What kind of back-up plan is there in the event that we have a problem with the consultant assigned?
6. How frequently will the consultant be personally available per month to oversee the study and campaign process?
7. Will one constant consultant be utilized throughout both the study/assessment and campaign process?
8. Does the company offer resident services?
9. Is the consultant accessible through: Toll free number? Toll free voicemail? Email?

The Study

1. Why do we need a study?
2. How will your firm's study determine what we need to know?
3. Explain how your study will have credibility with our constituency?
4. What are the key indicators of a successful outcome to a study?
5. Why is your firm's study better than a competitor's?
6. What is the fee for your study and what does it include?
7. Is the assessment/study a stand-alone document and do we get the full benefit from it?
8. Does the study disclose confidential, personal information to the client?

The Campaign

1. Is the major gifts campaign customized to our organization?
2. Are there various options in conducting various phases of the campaign, and can we be involved in the program design?
3. How will the firm incorporate the principles of Christian stewardship?
4. Is there a follow-up plan in place to assist us with the pledge redemption period?
5. What kind of support can we count on from your office?
6. How many personal days per month can we count on?
7. How are your fees determined and what range can be expected?
8. How many clients did you have during X period, how many were successful in achieving their initial target, how many revised their target (and why) and how many failed to reach their goals?

Additional questions

1. Will the consultant chosen to work on our campaign be exclusively assigned to our campaign until it is completed?
2. How many years has the average consultant of the firm had in conducting Capital Campaigns?
3. How much anticipated additional expense would there be with various fees for travel, supplies, and any other add-on expenses?

CAPITAL CAMPAIGN CONTRACT TEMPLATE

NOTE: You may email kmclaughlin@diocesephoenix.org for an electronic copy of the template to modify for your parish needs.

Office of STEWARDSHIP
Diocese of Phoenix

TEMPLATE: CAPITAL CAMPAIGN/ FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT, entered into between *Parish Name, Address* (hereinafter referred to as "Client") and Firm Name (hereinafter referred to as “Provider").

<u>Witnesseth</u>

WHEREAS, *Client* desires the services of *Provider* for the management of a feasibility study and/or campaign; and

WHEREAS, *Provider* is willing to provide the management services for a feasibility study and/or campaign for and on behalf of the *Client*.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein contained, the parties do hereby agree as follows:

I. *Provider* AGREES (*Modify as needed relative to the proposed work*.)

A. To provide supervision of the entire project by a firm executive.

B. To provide a total of *X* number of weeks of full-time resident staff service by a competent and trusted campaign staff beginning on date identified and ending on date identified .

C. To supervise and direct, in cooperation with *Client*, all plans for the campaign as outlined in the Timeline, Exhibit A, including the preparation of materials and other support to the parish as identified including direction of the volunteer committees.

D. To draw up a campaign expense budget for approval and periodic inspection by *Client* and gather, approve for payment, classify and total all campaign expense bills insofar as possible by the closing date of the campaign. The campaign budget will include a definition of *Provider's* expenses divided into travel, on site campaign staff and project supervision/ consultation.

E. To set up the structures and procedures for a collection and continuation program to be reviewed/ initiated during the campaign and put into effect at the conclusion of resident service and counsel by correspondence as needed for the balance of the payment subscription period. Final payment will be made at the conclusion of the contract period.

F. To provide post-campaign counsel, after the conclusion of resident service, by correspondence and/or telephone, as needed, for the balance of the payment subscription period.

G. To provide personal consultation visits, if requested by *Client*, after the conclusion of resident service (at the expense of Provider).

H. To pay all living and travel expenses of representatives of Provider.

II. CLIENT AGREES:

A. To give the campaign its full support and take all reasonable steps to bring about reaching the campaign goal by the closing date of resident service.

B. To appoint a representative who will enlist and head a competent and trusted staff to audit all returns received, who will report the amounts of monies and subscriptions received, and who will deposit all funds into the account of *Client* at a bank to be designated by *Client*.

C. To pay all expenses incurred for the campaign such as clerical hire, office expenses, printing, publicity, telephone, postage, meeting expenses and other expenses included in the approved campaign budget.

D. To pay *Provider* a fee of *X* per week), payable in bi-weekly installments of each and cumulative so that if any one or more payments are not made in accordance with the schedule then the next consecutive payment shall include all prior unpaid installments, due on the following dates:

III. IT IS FURTHER AGREED BETWEEN THE PARTIES:

A. That the campaign goal will be to raise, in cash and subscriptions a goal to be determined by agreement by *Client* and Provider. The established goal as outlined in *Exhibit* A is $*X*.

B. That payment of the fee is not contingent upon the objective being reached, nor will the fee be increased if the objective is oversubscribed.

C. That, in the event the campaign does not develop satisfactorily, and it is mutually agreed upon by both parties to postpone or cancel the campaign, this contract may be canceled by giving two (2) weeks written notice, and the amount due *Provider* shall be prorated according to the amount of service actually rendered.

D. That neither party will employ or negotiate for employment with the employees of the other party for a period of at least one year following the final date of resident service.

E. That any addition to or revision of this Agreement must be in writing and is valid only when countersigned by duly authorized representatives of *Client* and *Provider*.

F. Any notice required under this agreement will be made to the *Client* at (address/ contact information): ____ and to *Provider* at: (address/ contact information) ____.

G. **Independent Contractor Relationship:** For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, Arizona Personal Income Tax Withholding ("PIT"), Unemployment Insurance taxes ("UI"), the Worker's Compensation Act ("WCA"), and all other applicable federal, state, and local laws, rules, and regulations, Provider and Provider's respective employees, if any, shall be treated as independent contractors and not as employees of the Client.

H. **No Benefits:** Provider agrees that the Provider and the Provider's employees, if any, are not entitled to any benefits that the Client provides to its employees and Provider hereby waives the right to participate in any such programs. Provider also agrees that, consistent with independent contractor status, Provider will not apply for any government-sponsored benefits that are intended to apply to employees, including but not limited to, unemployment benefits.

I. **Tax Reporting And Filing**: Provider acknowledges and agrees that the Provider shall be responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Provider under this Agreement. The Client will report the amount it pays Contractor on I.R.S. Form 1099 to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

J. **Auto Insurance**: Provider will maintain the following auto insurance coverage at the Provider's own expense. Provider and Provider's employees driving his/her company or personal car at or for the Client will have coverage for Bodily Injury limit of $100,000 per person and $300,000 per occurrence and Property Damage coverage limit of $50,000 OR with a combined single limits of $300,000 each occurrence.
It is the Provider's responsibility to ensure that the required insurance remains in effect for the entire duration of the awarded contract. If requested by the Client, Provider will provide the Client with evidence of the required insurance.

K. **Proprietary Information:** During the term of this Agreement, Provider may have access to the Client's internal records, systems and methods of operating its business, customer or parishioner or employee lists, contract information, and other confidential or proprietary information. Provider agrees that all such information is the exclusive property of the Client, irrespective of whether such information was created or prepared by the Provider or others. Provider further agrees that Provider will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of the Client. Upon termination of this Agreement, Provider will deliver to the Client, all property of the Client and its subsidiaries, as applicable, including any written memorial of, or documents relating to, the information described above, in whatever and all manner maintained or stored. The Parties agree that this Paragraph shall survive the termination of this Agreement.

L. **Indemnification:** Provider indemnifies and holds harmless the Client from and against any and all liabilities, losses, damages, claims, or causes of action, and any related expenses including reasonable attorneys' fees that are caused, directly or indirectly, by or as a result of the performance by Provider or Provider's employees or agents, as applicable, provided that nothing herein shall be construed to require Provider to indemnify the Client from or against the gross negligent acts of the Client or its employees.

M. **Conflict Of Interest**: Provider represents to the best of Provider's knowledge; no actual or potential conflict of interest exists between Provider's family, business, or financial interests, and Provider's relationship with the Client or the Diocese of Phoenix as a whole. In the event of a change in status relating to potential or actual conflicts of interest, Provider agrees to notify the Client.

N. **Attorneys' Fees:** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

O. **Dispute Resolution, Applicable Law:** All disputes arising under or in connection with this agreement shall be submitted to binding arbitration pursuant to Arizona Revised Statutes Sections 12-1501 et seq. for subsequent resolution.

P. **Provider's Acknowledgement:** Provider acknowledges that Provider has read and understands this Agreement and has entered into it freely and voluntarily based on the Provider's own judgment and not on any representations or promises other than those contained herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement this _____ day of ____________, 20.

By: ___________________________
Bishop Thomas J. Olmsted
Roman Catholic Diocese of Phoenix
On behalf of /Parish Name

By: ___________________________
Pastor Name
Diocese of Phoenix
Parish Name
Parish Address

By: ___________________________
Provider Name
Provider Address