

Appendix: Sample Contract between LNC and the Presidential and Vice-Presidential Nominees

AGREEMENT

(Presidential Campaign Coordination)

THIS AGREEMENT ("**Agreement**") is made as of June ____, 20xx, by and between the LIBERTARIAN NATIONAL COMMITTEE, INC., a District of Columbia nonprofit corporation ("**LNC**"), The Presidential Candidate ("**The Presidential Candidate**"), The Vice-Presidential Candidate ("**The Vice-Presidential Candidate**") and the CAMPAIGN COMMITTEE ("**Campaign Committee**"), based on the following facts:

A. The LNC is the governing body of the Libertarian Party® ("**LP**").

B. On May 30, 20xx, **The Presidential Candidate** and **The Vice-Presidential Candidate** (collectively, "**Candidates**") were nominated as the Presidential and Vice Presidential candidates, respectively, of the LP. They have formed the Campaign Committee in order to promote their 20xx general election campaign ("**Campaign**").

C. The LNC, Candidates and Campaign Committee desire to assist one another in their respective political activities, as described in this Agreement.

The LNC, Candidates and Campaign Committee agree:

1. **The Candidates' and Campaign's Pledge.** The Candidates and Campaign Committee shall conduct the Campaign in accordance with the Statement of Principles, Bylaws and Platform of the LP, and all applicable laws, ordinances and regulations. Each of the Candidates represents and warrants to the LNC that he:

(a) Is eligible under the Constitution and applicable laws, ordinances and regulations, to run for the office for which the LP nominated him, and take office, if elected;

(b) Has never been convicted of a felony, and to his knowledge is not currently the subject of a criminal investigation; and

(c) Has never committed an act of moral turpitude, or any other act or omission that, while currently not known to the delegates to the LP National Convention who selected him, if publicized to them, would materially adversely affect their perception of his moral reputation, and their perception of his suitability to serve as their nominee.

2. **Obligations of the LNC.**

(a) **Fundraising.**

(i) The LNC shall prepare and mail two (2) fundraising letters to its members seeking support for the LNC's political activities in connection with the 20xx general election. The LNC shall spend the net proceeds of those two (2) fundraising letters to fund the fulfillment of its obligations under **Paragraphs 2(b) through (e)** below. "**Net proceeds**" means all

revenues derived from the two (2) fundraising letters, after payment of all out-of-pocket expenses incurred by the LNC in connection with the production and mailing of the two (2) fundraising letters, and handling responses to the two (2) fundraising letters, and an allowance equal to 10% of the total revenues received, in order to cover the LNC's overhead costs for employees, office space and equipment. The LNC shall consult with the Campaign Committee on the form and content of the two (2) fundraising letters, and if requested by the LNC, a member(s) of the Campaign Committee designated by the LNC will permit his or her name(s) to be printed as the person(s) signing the letter(s). The LNC, at its option, may from time to time make other fundraising appeals to its members or others, and apply any revenues from those appeals as it sees fit.

(ii) The LNC shall permit its mailing list of members to be used by the Campaign Committee in order to mail two (2) fundraising letters seeking support for the Campaign. In doing so, the LNC shall not be required to provide its mailing list of members to the Campaign Committee, but shall only be expected to provide limited use of the list to the Campaign Committee's mailing house, subject to such security safeguards as the LNC may reasonably impose. The Campaign Committee shall, at its sole expense, prepare, produce and handle responses to the fundraising letters. The form, content and mailing dates of the two (2) fundraising letters shall be subject to the prior approval of the LNC, which shall not be unreasonably withheld or delayed.

(iii) The LNC may, in its sole discretion, elect to raise additional funds through direct mail, telemarketing or other methods, and apply the net proceeds to fund fulfillment of its obligations under **Paragraphs 2(b) through (e)** below. If the LNC elects to do so, the Campaign Committee shall exercise every reasonable effort to help facilitate those fundraising activities by the LNC.

(b) **Media Contact.** The LNC shall closely cooperate with the Candidates and Candidate Committee to promote the Campaign via "free" media. The Candidates and Campaign Committee shall work closely with the LNC on a daily basis to schedule public media appearances, candidate travel and the promotion of a coherent, principled and pleasing political message by the Campaign and the candidates.

(c) **Data Provision.** The LNC shall promptly provide to the Campaign Committee copies of all announcements, news releases, advertising and promotional materials and other widely disseminated materials issued by the LNC regarding the Campaign. In addition, the LNC shall keep the Candidates and Candidate Committee timely advised of news and events regarding the Campaign that come to the attention of the LNC. The LNC shall also provide to the Campaign Committee, on at least a weekly basis, the names, mailing and e-mail addresses and telephone numbers of voter inquiries received via the Campaign Committee (as described in **Paragraph 3(c)(v)** below) ("**Voter Inquiries**").

(d) **Promotion.** The LNC shall promote the Campaign in *Libertarian Party® News*, to the LNC's e-mail announcement list and on the LNC's website, www.lp.org ("**LNC Website**"). The LNC may, at its option and to the extent of available funds, prepare, purchase and publish media advertising and promotional flyers and mailings supporting the Campaign. The Candidates and Campaign Committee shall exercise every reasonable effort to help facilitate those promotional activities by the LNC.

(e) **Ballot Access.** The LNC shall be primarily responsible for providing ballot

access for the Campaign. The Candidates and Campaign Committee understand that this is not a guarantee of 50-state ballot access, but simply the LNC's agreement to proceed in good faith to obtain ballot access for the Campaign on the ballots of as many states as reasonably possible, given all the demands on the LNC's resources. The Candidates and Campaign Committee shall exercise every reasonable effort to help facilitate those ballot access activities by the LNC, including, without limitation, assisting in the promotion of signature-gathering efforts, and to the extent feasible, ballot access fundraising.

3. **Obligations of Campaign Committee.**

(a) **Candidates as Spokespersons.** The Candidates shall make themselves available on a full-time basis to promote the Campaign. They shall work with the LNC as described in **Paragraph 2** above.

(b) **Campaign Strategy.** The Campaign Committee shall hire as its Campaign Manager to oversee its Campaign strategy during the entire course of the Campaign. The Candidates and Campaign Committee shall work closely with to develop and establish a coherent, principled and politically viable Campaign strategy that is designed to promote not only the Campaign, but also the growth and influence of the LP. In developing and pursuing the Campaign strategy, the Candidates and Campaign Committee shall consult with and give serious consideration to the opinions of the LNC.

(c) **Data Provision.**

(i) The Candidates and Campaign Committee shall promptly provide to the LNC copies of all announcements, news releases, advertising and promotional materials and other widely disseminated materials issued by them regarding the Campaign. In addition, they shall keep the LNC timely advised of news and events regarding the Campaign that come to their attention.

(ii) Upon signing this Agreement, the Candidates and Campaign Committee shall promptly provide to the LNC their "campaign" lists, i.e., their most current lists of contributors, inquiries and volunteers and the mailing and e-mail addresses and telephone numbers of those persons, and their "media" lists, i.e., their most current lists of media contacts and the mailing and e-mail addresses and telephone numbers of those persons. The Candidates and Campaign Committee shall provide to the LNC promptly as and when they are received, and at least weekly, any additions or updates to those lists. The Candidates and Campaign Committee intend that these lists shall be added to and merged with the lists owned and maintained by the LNC, so that the LNC shall have the unrestricted ownership and use of the lists in the future in order to advance the interests of the LP. Notwithstanding the foregoing, the Candidates shall retain a limited license to use those lists following the Campaign for their own personal noncommercial use.

(iii) The Candidates and Campaign Committee grant to the LNC the free and perpetual license to copy or reproduce, in whole or in part, any and all campaign statements, speeches, issue papers, brochures, audio, video or other literature or campaign materials prepared by them in connection with the Campaign.

(iv) The Campaign Committee shall maintain a website promoting the Campaign that contains on its home page a prominent link to the LNC Website.

(v) The Candidates and Campaign Committee shall direct all inquiries from interested voters, media representatives and others, to telephone numbers, mailing and e-mail addresses and persons designated by the LNC. This shall not be deemed to require that answers to fundraising appeals by the Candidates and Campaign Committee be directed to the LNC, unless in answer to the fundraising letters referenced in **Paragraph 2(a)(i)** above.

(vi) Following the November, 20xx, general election, the Candidates and Campaign Committee shall promptly proceed to prepare and deliver to the LNC a detailed written report outlining the activities of the Campaign and its perceived successes and failures.

(d) **Reserved Functions.** The Campaign Committee shall be solely responsible, at its expense, for providing any office space it needs, creating and maintaining its own website, handling all its bookkeeping functions (e.g., check cashing, credit card charges, expense payment, Federal Election Committee report filing and accounting functions), and handling all its staffing functions (e.g., campaign manager, operations manager, website manager, candidate travel arranger, treasurer, volunteer manager, and routine (non-inquiry) mail reading and response, administrative assistants). In addition, the Campaign Committee shall raise the funds for and bear the entire cost incurred in the course of the Campaign for travel by the Candidates, telephone tolls, Internet service, office supplies, computer hardware and software, promotional materials and other goods and services. The Campaign shall, at its expense, promptly respond to all Voter Inquiries with appropriate materials promoting the Campaign and LP. The LNC shall have no obligation to perform or pay the cost of any of these functions.

4. **LNC Proprietary Information.** The Candidates and Campaign Committee acknowledge that all information and materials developed by or provided to the LNC and all information and materials obtained by the Candidates and Campaign Committee from the LNC in connection with the Campaign shall (subject to **Paragraph 3(c)(ii)** above) be the sole property of the LNC and must be protected as confidential and proprietary to the LNC. The Candidates and Campaign Committee shall not make any use of such property except as permitted under this Agreement and shall take all necessary precautions to prevent improper use of such property by others. Subject to **Paragraph 3(c)(ii)** above, upon termination of this Agreement, the Candidates and Campaign Committee shall promptly provide such property to the LNC and make no further use of it for any purpose. The Candidates and Campaign Committee acknowledge that any improper use by the Candidates and/or Campaign Committee of the LNC's confidential and proprietary information would cause irreparable injury to the LNC which could not be properly compensated by monetary means.

5. **Campaign Indemnity.** The Candidates and Campaign Committee shall indemnify, hold harmless and defend the LNC from and against any claims and liabilities, including, without limitation, reasonable attorneys' fees and legal costs, arising from their breach of this Agreement.

6. **LNC Indemnity.** The LNC shall indemnify, hold harmless and defend the Candidates and Campaign Committee from and against any claims and liabilities, including, without limitation, reasonable attorney's fees and legal costs, arising from the LNC's breach of this Agreement.

7. **Term.** This Agreement shall become effective immediately upon its signature by the parties to this Agreement, and shall terminate upon the satisfaction of the obligations of the Candidates and Campaign Committee under **Paragraph 3(c)** above. In addition to any other remedies

the Candidates and Campaign Committee may have, if the LNC breaches any of its obligations under this Agreement, and fails to cure the breach within 15 days following the date the Campaign Committee gives the LNC written notice of the breach, then the Campaign Committee may terminate this Agreement. In addition to any other remedies the LNC may have, if any of the Candidates and Campaign Committee breaches any of its obligations under this Agreement, and fails to cure the breach within 15 days following the date the LNC gives the Candidates and Campaign Committee written notice of the breach, then the LNC may terminate this Agreement. Notwithstanding any provision of this Agreement to the contrary, the agreements of the parties under **Paragraphs 4 through 6**, inclusive, of this Agreement shall survive termination of this Agreement, and the parties shall remain liable for any obligations arising or incurred prior to termination of this Agreement.

8. **Notices and Reports.** All notices and reports under this Agreement shall be in writing (unless otherwise expressly provided in this Agreement) and sent by fax, electronic mail, overnight private delivery service or first class U.S. mail, with postage fully prepaid, to the addresses set forth on **Exhibit A** attached to this Agreement, and shall be effective upon receipt. Either party may change its address for notice by similar notice to the other party.

9. **Assignment; Entire Agreement; Governing Law.** Neither party may assign their interest in this Agreement without the prior written consent of the other party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. All prior discussions and understandings are merged in this Agreement. This Agreement is governed by the laws of the District of Columbia applied to contracts made and to be performed in that district.

This Agreement has been signed and delivered as of the date set forth above.

LIBERTARIAN NATIONAL COMMITTEE, INC.

By _____
LP and LNC Chair

The Presidential Candidate, Individually, and on
behalf of the **Campaign Committee**

The Vice-Presidential Candidate, Individually, and
on behalf of the **Campaign Committee**

EXHIBIT A

Addresses for Notices and Reports

To the LNC:

Executive Director
Libertarian National Committee, Inc.
2600 Virginia Avenue, N.W., Suite 200
Washington, DC 20037

Phone: (202) 333-0008
Fax: (202) 546-6094
E-mail: ed@hq.lp.org

To The Presidential Candidate:

To The Vice-Presidential Candidate:

To the Campaign Committee: