



# YES! I'D LIKE TO PARTNER WITH BELIEVE KIDS FOR AN UPCOMING FUNDRAISER!

Please fill in, sign & return. Make a copy for your records.

Organization Name *AKA "Awesome Fundraising Group"* Street Address

City, State, Zip Organization Phone Enrollment # of Students

**Choose:**

Spring Catalog PROFIT % 40%	Magical Holidays Fall Catalog PROFIT % 50%	Food for the Soul PROFIT % 	Otis Spunkmeyer Frozen Combo PROFIT % 40%*	Otis Spunkmeyer Cookie Dough PROFIT % 40%*	Magazine Drive PROFIT % 	Jelly Belly PROFIT % 40%	Flower Bulbs PROFIT % 	Entertainment Digital Savings PROFIT % 40%
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Choose Prize Program:  Prize Blast™  Prize Bonanza™  Prize Bash™  Prize Factory™  2% Cash Back  Custom Prize Program

Estimated Start Date: \_\_\_\_\_ Estimated End Date: \_\_\_\_\_ Believe Rep: **Doug Blanchard**

How Profits Will Be Used: \_\_\_\_\_ Profit Goal \$: \_\_\_\_\_

**IMPORTANT:** Reason for fundraiser & Goal are used for automated parent letters, student/parent emails to family & friends & ShopBelieve.com to supporters!

**Contacts:**

**FUNDRAISER CONTACT:**

Fundraiser Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Cell #: \_\_\_\_\_

Home #: \_\_\_\_\_

**PRINCIPAL:** (Very Important for Believe BackOffice™ Communication)

Principal Name: \_\_\_\_\_

Principal Email: \_\_\_\_\_

Principal Direct #: \_\_\_\_\_

Webmaster Email: \_\_\_\_\_

- Agreement:**
- This Fundraiser Agreement ("Agreement") is entered into between Believe Productions, Inc., a Colorado corporation ("Believe", "we", "our", "us"), and the organization listed above ("Client", "You", "Awesome Fundraising Group"), and is effective as of the date listed on this Agreement. Believe and Awesome Fundraising Group may hereinafter be referred to individually as a "Party," and collectively as the "Parties." This Agreement, and any invoices delivered pursuant to this Agreement, are subject to the "Terms and Conditions to Fundraiser Agreement", attached, which are incorporated by reference and made part of this Agreement and all invoices from us to you. Whew: That basically said we have terms and conditions like any other company.
- Fundraising Services.** You acknowledge & agree that Awesome Fundraising Group is purchasing merchandise from us to resell to the public in your name.
  - Payment.** All payments by Awesome Fundraising Group must be made payable to "Believe Productions" only and must be sent to **7101 S. Fulton Street, #200, Centennial, Colorado 80112**. No other person or entity is authorized to accept payment on behalf of Believe. We accept checks, money orders, cashier's checks, checks by phone or credit card (3% processing fee). There is a fee of \$35 when bad things like bouncing a check happen. All payments are due in full 15 days from merchandise arrival (*i.e. when you get your stuff*); provided, however, if Awesome Fundraising Group is not associated with a public school district, you must submit payment equal to invoice provided by us or 75% of all money collected as an estimated payment prior to shipment.
  - Minimums (Non-Frozen).** Catalogue, magazine, flower, candle and Entertainment® fundraisers with a contracted profit percentage of 40% DO NOT HAVE MINIMUMS CHARGES. Fundraisers with profit percentage over 40% and total fundraiser retail (*Including Combined Frozen Food*) of less than \$5,000 will be subject to minimums charge of: (i) \$0-\$2,499 - 10% (ii) \$2,500-\$4,999 - 5%.
  - Minimums (Frozen).** For tasty Otis Spunkmeyer frozen food fundraisers, there is a minimums charge if total fundraiser items sold is less than 350 equal to: \$1.00 per item below 350 items (example: 300 units delivered means a \$50 charge). There is no minimum charge for orders of 350 items or more.
  - Minimums (Participation).** If your average sale per enrolled student is \$8 or less, there is a minimums charge equal to: (i) \$0.40 per enrolled student for fundraisers kicked off between January 1 and June 30. (ii) \$0.75 per enrolled student for fundraisers kicked off between July 1 and December 31.
  - Category Limits.** Fundraiser categories including flowers, media, magazines, candles, chocolates, snack items, lip balm, items with a retail price of \$25 or more, brand name items, mystery items and all internet sales are limited to 40% profit. Categories of spirit gear, personalized products and clothing items are limited to 20% profit.
  - Home Delivery.** A super duper cool service! Fundraisers with orders delivered to each seller's home versus your headquarters get a 10% retail surcharge.
  - Promotions.** Awesome Fundraising Group must have a minimum of \$5,000 in retail sales to qualify for Believe sponsored sign-on bonuses.

Addendum:	<b>PROMO CODE</b> (If Applicable)
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X \_\_\_\_\_  
 Authorized Signature Title Date

**Fax To:**  
**1-877-FAX-BELIEVE**  
 1-877-329-2354

## TERMS AND CONDITIONS TO FUNDRAISER AGREEMENT

THE TERMS AND CONDITIONS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS SHALL BE ACCEPTED.

Entire Agreement. This Agreement constitutes the entire agreement between Believe and Client, and supersedes all prior agreements, understandings, purchase orders and/or requests, whether written or oral, relating to the subject matter of this Agreement. No representation or statement not contained in the original of this Agreement shall be binding upon Believe as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by the authorized representatives of both Believe and Client. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their authorized successors and assigns. Client expressly disclaims having relied upon any representation or statement concerning any merchandise provided by Believe pursuant to this Agreement except to the extent such representation or statement is set forth in this Agreement.

**Warranties.** BELIEVE EXPRESSLY DISCLAIMS AND EXCLUDES ALL GUARANTIES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, INDUCEMENTS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO ANY MERCHANDISE PROVIDED PURSUANT TO THIS AGREEMENT. BELIEVE SHALL NOT BE LIABLE FOR: (I) PERSONAL INJURY; (II) PROPERTY DAMAGE; (III) LOSS OF REVENUE OR PROFIT; OR (IV) OTHER INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES UNLESS CAUSED BY BELIEVE'S GROSS NEGLIGENCE. ADDITIONALLY, BELIEVE SHALL NOT BE LIABLE TO CLIENT FOR: (A) CLIENT'S EXPENDITURES FOR SUBSTITUTE MERCHANDISE OR SERVICES; (B) CLIENT'S LOSS OF REVENUE OR PROFIT, (C) CLIENT'S FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS; (D) CLIENT'S STORAGE OR SHIPPING CHARGES; OR (E) OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF BELIEVE'S FAILURE TO PERFORM UNDER THIS AGREEMENT, OR FROM CLIENT'S USE OR RESALE, OR INABILITY TO USE OR RESELL, ANY MERCHANDISE PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF BELIEVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL SUCH CLAIMS ARE HEREBY EXPRESSLY WAIVED BY CLIENT.

**Indemnification.** Client shall at all times indemnify and hold Believe, its successors and assigns, and any officers, directors, employees, representatives and/or agents of each of them, harmless from and against any and all liabilities, obligations, claims, damages, fines, penalties, interest, taxes, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees imposed upon or asserted against, or incurred by, Believe in any suit, action or proceeding between Client and Believe, or between Believe and any third party, related to or arising from or by reason of, performance of any of the terms, covenants or conditions of this Agreement, or the use, modification, consumption, resale and/or distribution of any merchandise sold hereunder. In the event any suit, action or proceeding is brought against Believe, or filed upon Believe's request and at Client's sole expense, Client shall defend such suit, action or proceeding, or cause the same to be defended, by counsel designated and approved by Believe. Client's obligations under this paragraph shall survive the expiration or termination of this Agreement.

**Delivery.** Client shall not terminate this Agreement for delays in delivery or other cause until ten (10) days after written notice of such intention has been actually received by Believe, and Client shall be obligated to accept any portion of the merchandise which is shipped by Believe during such period. Believe shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Believe's control including, without limitation, delays of carriers or suppliers, receipt of orders exceeding its suppliers then scheduled production capacity, governmental acts and regulations, fires, floods, strikes, lockouts, riots, insurrections, war or acts of terrorism. Believe reserves the right to make delivery in installments and all such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.

**Late Charges / Default.** In the event Client fails to pay any charges or amounts due to Believe pursuant to this Agreement, all such outstanding charges and invoices shall be subject to a monthly service charge of \$25, and all outstanding amounts shall accrue interest at a rate of 25% per annum (or the maximum interest rate allowable pursuant to law if lower) until paid in full. All payments shall be applied first to the payment of any interest and service charges, and then to the reduction of principal due and owing. Believe reserves the right to send any Client account to a third-party collection agency in the event any payment due pursuant to this Agreement remains unpaid for more than 60 days after it become due and owing. Client hereby agrees to pay all and costs of collection, including Believe's reasonable attorney's fees, regardless of whether a lawsuit or other action is commenced.

**Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado, irrespective of the choice of law rules of any jurisdiction. The Parties hereby waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Arapahoe County, Colorado. In the event of any litigation arising from this Agreement or the performance thereof, the Parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and all other expenses incurred in connection with the action, whether or not taxable as costs, in addition to any other relief to which it may be entitled. Any suit between the Parties hereto, other than one seeking payment of the purchase price due hereunder, shall be commenced, if at all, within one (1) year of the date that the claim accrues.

**Waiver.** No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**Authority.** As additional consideration hereunder, Client hereby represents and warrants to Believe that it has the full right, power, and legal authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Client further represents and warrants to Believe that the person executing this Agreement on behalf of Client is doing so with all necessary authority and that this Agreement constitutes a legal, valid and binding obligation of Client enforceable against Client in accordance with its terms. Believe reserves the right to withhold shipment until the merchandise is fully paid. In consideration of this Agreement, Client being the undersigned, unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Organization to Believe and understand that pre-payment may be required prior to shipment if financial condition or other circumstances warrant.

**Acceptance / Cancellation.** Believe will replace damaged or missing, non-frozen, merchandise at no charge provided Believe is provided notice within 14 days of delivery. Frozen food must be inspected and accounted for at time of delivery, and any discrepancy between the ordered and delivered merchandise, or damaged merchandise, must be noted on the driver's Bill of Lading and reported to Believe within 24-hours of delivery. Upon execution by an authorized representative of Believe and Client ("Effective Date"), this Agreement shall be binding upon all administrators, successors and assigns of both Believe and Client. In the event that Client terminates this Agreement without submitting an order for merchandise, Client agrees to pay a cancellation fee equivalent to: (i) all costs and expenses incurred by Believe relating to the printing and shipping of brochures; and (ii) all product or cash incentives advanced by Believe to Client, if any.

**Payment of Profit by Believe.** Profit payable to Client is calculated by applying the contracted profit percentage to the total fundraiser retail sales. Once fundraiser processing is complete, Believe will issue a check to Client for the applicable profit payment. Believe reserves the right to deduct any amounts due and owing by Client pursuant to this Agreement from any payment of profit to Client.

**Taxes.** Client shall be responsible for the collection and remittance of all applicable federal, state and local taxes, including without limitation, all sales taxes relating to the resale of any merchandise provided by Believe pursuant to this Agreement.

**Signature.** This Agreement may be executed electronically, by telex, telecopy or other facsimile transmission, and may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.