

## **Fundraiser Agreement**

This Fundraising Agreement (“Agreement”) is between Westhampton Publishing, located at 3540 Crain Highway, PMB #162, Bowie, Maryland 20716 (“Publisher”), and \_\_\_\_\_, located at \_\_\_\_\_ (“Organization”).

Organization is/is not a non-profit organization.

1. Organization desires to conduct a fundraising event starting on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ by selling copies of *Baby's Daily Diary & Keepsake Journal*.
2. Organization will tell its membership about the *Baby's Daily Diary & Keepsake Journal* book fundraiser. Organization will explain to its membership about accepting orders on the Standard Fundraising Order Form and about collecting payments for book orders.
3. Organization agrees to publicize the fundraising event among its membership, students, parents and friends through announcements in school or organization newsletters, letters to members or parents, special promotion in teacher-parent events, flyers, etc. All other forms of advertisement in which Publisher’s name or *Baby's Daily Diary & Keepsake Journal* title or artwork is to be associated other than those listed in this Agreement must first be approved by Publisher. If Organization wishes to utilize Publisher’s name, logo, *Baby's Daily Diary & Keepsake Journal*, and/or artwork on any materials or products, Organization must obtain prior written permission from Publisher. Organization acknowledges and agrees that Westhampton Publishing, its logo, *Baby's Daily Diary & Keepsake Journal*, and/or artwork are the property of Publisher and Organization shall have no rights in such property.
4. Publisher will supply Organization with all order forms, promotional materials and sample books necessary to conduct its fundraising event.
5. Final orders will be placed by Organization on the Master Fundraising Order Form. Payment must accompany all orders. No books will be shipped until payment is received.
6. Organization has been assigned the following Promotional Source Code: \_\_\_\_\_. The Promotional Source Code must be used at the time the Organization places its book order.
7. Organization is responsible for collecting all applicable sales taxes from each customer ordering a book via a Standard Fundraising Order Form.
8. Publisher will ship books to Organization within 5 business days of receipt of Organization’s order on the Master Fundraising Order Form. Organization will be responsible for shipping and handling costs for its book orders.
9. Organization acknowledges and agrees that it will only receive a discount on books ordered if at least 50 books are ordered during its fundraising event. Pricing for books will be

based on the total number of books sold by Organization and ordered on the Master Fundraising Order Form. Organization shall be eligible for the following discount:

<b><u>Quantity of Books Sold</u></b>	<b><u>Price to Your Customers</u></b>	<b><u>Your Price</u></b>	<b><u>Profit to Your Organization</u></b>
<b>50 – 100 books</b>	<b>\$16.95</b>	<b>\$12.71</b>	<b>25%</b>
<b>101- 500 books</b>	<b>\$16.95</b>	<b>\$11.87</b>	<b>30%</b>
<b>501-1000 books</b>	<b>\$16.95</b>	<b>\$11.02</b>	<b>35%</b>
<b>1001-1500 books</b>	<b>\$16.95</b>	<b>\$10.17</b>	<b>40%</b>
<b>1501-2000 books</b>	<b>\$16.95</b>	<b>\$9.32</b>	<b>45%</b>
<b>2001+ books</b>	<b>\$16.95</b>	<b>\$8.48</b>	<b>50%</b>

9. This Agreement may be canceled by either party within thirty days of the date of this Agreement by written notice to the other party.
10. Organization shall follow Publisher’s Fundraising Guidelines during its fundraising event.
11. Venue for this contract will be Prince Georges County, Maryland. The laws of the State of Maryland shall govern this Agreement.
12. The Publisher and Organization are each independent entities. Neither Publisher nor Organization are acting as an agent for the other, or are the members or students of the Organization acting as agents for Publisher.
13. Organization understands and agrees to all terms and conditions listed above.
14. By signing this Agreement, Organization’s representative warrants that he/she has the necessary authority to enter into this Agreement on behalf of Organization.
15. The parties agree that this Agreement represents the entire understanding of the parties and that no oral or written statements, promises, representations or guarantees by the Publisher, other than those contained in this Agreement, have been made to the Organization.
16. This Agreement shall become effective upon the last date signed by the parties.

Signed:

For: Publisher

For: Organization

x \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

x \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Tax-exempt ID#: \_\_\_\_\_