

# Marblies Handcrafted Collectables, Inc.

P.O. Box 151193 • Austin, TX 78715-1193 • (512) 619-2410 Fax: (512) 533-0044 • <http://www.marblies.com>

## FUNDRAISING AGREEMENT

### Organization Information

Organization Name: \_\_\_\_\_

School Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shipping Address: (If different) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Contact / Sponsor Information

Contact #1: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Contact #2: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

**Fundraising Start Date**

**Fundraising End Date**

**No. of Participants**

**Date brochures required**

**Enter text to customize your fundraising brochure ( 1 headline or 2 lines )**

Marblies and Organization hereby agree to the following:

#### **PURPOSE**

The purpose of this Agreement is to set out the terms and conditions for the operation of a Brochure Fundraising Program ("Program") by the Organization and Marblies.

#### **PROGRAM**

The Program consists of active promotion and sales of Marblies products by the Organization.

#### **MONEY DISTRIBUTION**

The Organization retains 50% of the total monies collected and Marblies will receive 50% of total monies collected.

#### **OBLIGATION OF MARBLIES**

Marblies shall have the obligation to do the following:

1. Provide the necessary products to conduct the Program.
2. Provide the necessary promotional material such as brochures, order forms and tally sheets.
3. Comply with state and federal laws applicable to the program.
4. Provide delivery of all products to the Organization.
5. Provide replacement products for all damaged or missing merchandise.

#### **OBLIGATION OF ORGANIZATION**

The Organization shall have the obligation to do the following:

1. Designate members and or employees of the Organization to coordinate and actively promote the Program.
2. Distribute brochures and all other necessary material to the participants and keep them informed as to the start date and ending date of the fundraiser.
3. Provide the necessary secure facilities for storage of the product and personnel to handle distribution to the students or members.
4. Collect the funds from the sales made in the Program and pay to Marblies the agreed upon amount as set in this Agreement.
5. Comply with all state and federal laws applicable to the Program, including any applicable state sales tax and use tax requirements.
6. Conduct the Program in a safe manner.

**TERMS** This Agreement shall be in effect for a term of nine months from the date of execution in the Sign Up Application area of the Agreement.

**ENTIRE AGREEMENT** As expressed herein, this agreement is the entire agreement between the parties. Any changes made to this Agreement must be first agreed to in writing and signed by both parties.

**PAYMENT METHOD & DUE DATE** The Organization must send orders and accompanying payment in the form of money order, cashier's check or business check. Payment is required in full within 10 days of fundraising end date. In the event any check issued by the Organization to Marblies is returned for insufficient funds or otherwise dishonored for any reason, the Organization agrees to promptly tender payment of the full amount of such check plus a service charge of \$25.

**NOTICE** The Organization is responsible for providing written notice to Marblies of any changes regarding any change in information as contained on page one of this Agreement. Notices to Marblies by the Organization shall be deemed effective when received at our office via email or Fax.

**CANCELLATIONS** A Thirty ( 30) day written cancellation notice is required prior to the scheduled fundraiser's start date of this Agreement. A \$50 cancellation fee will be assessed to the Organization and/or sponsor if cancellation notice is received after the thirty (30) days notification date.

**MISSING AND/OR DAMAGED ITEMS** Within five (5) days of delivery, you must notify Marblies of any missing and/or damaged items from your shipment. Notification must be sent via email or fax clearly indicating what items are missing, damaged or to be exchanged. The Organization hereby waives any claim, defense or remedy arising from missing or damaged items if not identified to Marblies within the time frame identified herein.

**DISCLAIMER / INDEMNIFICATION AND HOLD HARMLESS**

Marblies products, programs, brochures and materials are provided without any warranty. To the maximum extent permitted by law Marblies disclaims all representations or warranties, either express or implied, of any sort including but not limited to warranties of merchantability and/or fitness for a particular purpose. The Organization shall indemnify and hold harmless Marblies, its employees, and agents regarding all injury to persons and damage to all property resulting at or with respect to the organization, conducting or the administration of the fundraiser. Marblies shall have no liabilities for amounts not collected, lost sales or lost profits, or acts or omissions of another or causes beyond Marblies reasonable control. This paragraph shall survive termination of this agreement.

**JURISDICTION**

Any litigation regarding this agreement, or any transaction between the Organization and Marblies, shall be brought to the state or federal courts located in Travis County, Texas and the Organization hereby agrees and submits to such jurisdiction and venue as proper.

**EXECUTION OF THE AGREEMENT**

Marblies and the Organization hereby duly executed this Agreement on and effective as of the date written below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization Sponsor Signature & Title

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public \_\_\_\_\_

State \_\_\_\_\_ County \_\_\_\_\_ Term Expires \_\_\_\_\_

SEAL