

**CONTRACT NAME: AGREEMENT BETWEEN PROPEL
FUNDRAISING AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Propel Fundraising and Davis Joint Unified School District to provide assistance in organizing fundraising efforts for Holmes Junior High School's Associated Student Body organization. The funds will be used to support school climate activities and athletic teams.

There is no financial impact to the District's budget.



FUNDRAISER AGREEMENT

Propel Fundraising ("Provider") and Organization ("Organization") identified below enter into the following Fundraiser Agreement ("Agreement") for the purpose of providing a Fundraising Program ("Program") designed to facilitate Organization's fundraising efforts:

1. **Program Terms.** Provider and Organization agree to the indicated Fundraising Period, Product, Retail Price and Organization Profit.

2. **Provider Obligations.**

- Provider agrees, at its discretion, to provide training and incentives, at a mutually agreed upon cost split, along with Program materials appropriate to facilitate Organization's fundraising efforts.
- Provider agrees to obtain merchants and pay for printing and production costs associated with the sale of discount and non-discount products.

3. **Organization Obligations.**

- Organization agrees to sell fundraising products at the specified Retail Price.
- Organization confirms that it is not under a contractual obligation to participate in a competing non-Provider fundraising program during the specified Fundraising Period of this Agreement.
- If Organization's participant(s) does/do not return or pay for Discount Products by the agreed time of completion, Organization agrees to commit its best effort to collect outstanding orders, money and products in a timely manner. Organization agrees that Provider has the right to charge for materials or products that are not returned or paid for by Organization's participant.
- Organization acknowledges that Provider may engage in fundraising activities with other organizations at the same time and with the same discount card merchants, products and programs and that such activity does not constitute a breach of Provider's obligations under this Agreement.
- Organization agrees to pay Provider all amounts collected from the sale of Product supplied by Provider minus the Organization's Profit at the conclusion of the Program. Organization shall be solely responsible to collect and remit to the appropriate taxing authorities any sales taxes, if required by state law. Organization retains any sales tax amounts collected from the sale of the Product. Organization agrees to return to Provider all unused Product at conclusion of Program.
- Organization acknowledges that Provider devotes significant time, effort and expense in forming and maintaining relationships with merchants used on its Discount Product, and may continue these relationships with other Organizations Fundraising Programs after termination of this Agreement. Accordingly, Organization agrees to protect Provider's merchant relationship for a period of TWELVE MONTHS following termination of this Agreement. Organization shall not produce or participate with any Discount Product using any of the merchants from Provider's Discount Product prepared for or sold by Organization. Organization agrees to pay Provider \$1,500 as compensation should it choose to use any of the same merchants utilized in the most recent Provider Discount Product on a non-Provider Discount Product during the TWELVE MONTHS following Agreement termination.

4. **Duration, Term and Termination.**

- **Duration.** Provider and Organization agree that Provider shall be the exclusive provider for this fundraiser for Organization for the following Term:

# of Fundraisers/Years	1	Option	N/A
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- **Termination.** In the event that Organization does not participate in the Discount Card Program agreed to herein, Organization agrees to pay Provider for all costs including, but not limited to, design, printing, \$650 for the signing of merchants, and \$75 per hour for time spent by Provider while serving Organization after the signing of this Agreement. In the event that Organization does not fulfill the agreed upon duration of years of a multi-year agreement, Organizers agrees to receive profit or reimburse Provider the equivalent of the 1 year profit structure.

5. **Intellectual Property Ownership and Product Distribution.** Provider retains all intellectual property rights associated with the products but agrees to license these rights for the limited purpose of product distribution pursuant to the Program. Organization agrees not to use or disclose any product, forms, materials, technical information or methods employed by Provider or intellectual property rights owned by Provider for any purpose except in association with the Program absent Provider's express written consent. Provider retains the right to distribute fundraising products as it sees fit following the conclusion of the Program or in the event that the Program is not run.

6. **Additional Terms:**

7. **Authorization and Implementation.** Organization hereby asserts that the representative signing below understands the terms and conditions of the Agreement, agrees to be bound by them and has the authority to bind Organization. Organization holds Provider harmless of any liability regarding the actions and/or injuries to Program participants.

X

AUTHORIZED ORGANIZATION REPRESENTATIVE (SIGNATURE)

PRINT NAME & TITLE

DATE

Darrin Guttman

Darrin Guttman, Fundraising Coach

April 7, 2017

AUTHORIZED PROVIDER REPRESENTATIVE (SIGNATURE)

PRINT NAME & TITLE

DATE

ORGANIZATION INFORMATION						
ORGANIZATION	GROUP	# OF PARTICIPANTS	ORGANIZATION PHONE NUMBER			
Oliver Wendell Holmes Jr. High	School Wide	770	530-757-5445			
ADDRESS	CITY	STATE	ZIP			
1220 Drexel Drive	Davis	CA	95616			
CONTACT NAME	CONTACT CELL	CONTACT EMAIL				
Caroline Laflamme	530-9002-0816	claflamme@djusd.net				