



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/17/24

Contract/Agreement Vendor: Believe Kids Kyle Ary
Name of Vendor & Contact Person
kyle.a.ary@gmail.com
Vendor Email Address
Fundraising contract to raise funds for choir.

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Childers Choir Program fundraiser

Reason/Audience to benefit

6/3/2024

BOE Date

\$ 5000⁰⁰ (approx.)

Amount of agreement

Person Submitting Contract/Agreement for Review: JoAnn Barker

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: LeighAnna Davis

Does this Contract/Agreement utilize technology? YES/NO (NO)

If yes, Technology Admin: _____

Cabinet Team Member: _____

Funding Source: 833

Fund/Project

OCAS Coding

☒ **Consent**

☐ **Action**

Childers Choir and Show Choir students need to raise funds to pay for their choir fees. This fundraiser will assist them with this fundraising.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



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

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

CHILDREN'S CHOIR

301 E. TUSCON ST.

Organization Name AKA "Awesome Fundraising Group" Street Address

BLOOMINGTON, OK 74011

918-259-4350

130

City, State, Zip

Organization Phone

Enrollment
of Students

FC	FCT/FC50	OTCMB	OTPP	SAS	D60	DVPP	PPPN	POP	10U	MINIS	PSV	VAD	SC
PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %	PROFIT %
			40										
PRIZE PROGRAM	Prize Arcade™	Prize Drip™	COATz Prize Program	Prize Parade™	2% Cash Back	Custom							

Estimated

Start Date: 8/22/24

Estimated

End Date: 9/5/24

Believe Rep: TYLE ARY

How Profits Will Be Used: _____ Profit Goal \$: 5,000

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

FUNDRAISER CONTACT	PRINCIPAL (Very Important for Believe BackOffice™ Communication)
Fundraiser Contact <u>DAWN BROCKEN</u>	Principal Name <u>Leighanna Davis</u>
Email <u>DBROCKEN@BASCHOOLS.ORG</u>	Principal Email <u>LDavis@baschools.org</u>
Cell # <u>918-231-8646</u>	Principal Direct # <u>(918) 259-4350</u>
Home # _____	Webmaster Email _____

AGREEMENT

This Fundraiser Agreement ("Agreement") is entered into between KREDO INC, a Colorado limited liability company, ("Believe", "we", "our", "us" doing business as Believe Kids, Believe Kids Fundraising, Spirit Gear Direct, FundGive and Polar Pals Holiday Shop, collectively the "DBAs") located at 9540 Maroon Cir, #100, Englewood, CO 80112, 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 Kids Fundraising" only and must be sent to **9540 S. Maroon Circle, Ste 100, Englewood, CO 80112**. No other person or entity is authorized to accept payment on behalf of Believe. Preferred payment methods include check, money order, cashier check and check by phone. All prices/invoices include a built-in 3% discount when paid via our preferred payment methods. Credit card payments are accepted but will result in the 3% discount reversal. There is a \$35 fee 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 (Frozen).** For tasty 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 shipped packet is \$8 or less, there is a minimums charge equal to: (i) \$0.40 per shipped packet for fundraisers kicked off between January 1 and June 30. (ii) \$0.75 shipped packet for fundraisers kicked off between July 1 and December 31. This will appear on invoices as "Student Packet Minimum".
- Category Limits.** Fundraiser categories including flowers, media, magazines, candles, chocolates, snack items, items with a retail price of \$25 or more, brand name items, mystery items and all internet sales are limited to 40% profit (Catalog code FC50. % will be equal to amount listed on contract under "Fundraiser" terms). Categories of spirit gear, personalized products and clothing items are limited to 20% profit and Tervis products are limited to 35% profit. Online donations are limited to 70% with remainder being retained to cover student prizes, "Register. Share. Win" giveaways, credit card processing, gateway processing, bank, and fundraising representative fees.
- Direct to Seller Delivery.** A super-duper cool service where all paper order forms that would normally ship to the school/group are delivered to each seller's home for them to then distribute. This is a 10% of 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

PROMO CODE (If Applicable)

Authorized Signature X _____ Printed Name _____

Title _____ Date _____

Fax To: 1-877-329-2354

TERMS AND CONDITIONS TO FUNDRAISER AGREEMENT

WE HAVE TO DO IT SO SAYS OUR LAWYERS. SO, HERE IS OUR OFFICIAL LEGAL MUMBO-JUMBO AKA TERMS AND CONDITIONS TO THE 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 warranties, 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. 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 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 becomes 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 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.

Privacy. Believe values the protection, privacy, and confidentiality of personal information. Believe does not permit unauthorized release of customer data, including name, address, phone number, email, and physical addresses. Such protection applies to all customers, including students, teachers, and all fundraiser participants. Believe abides by all related state, federal and local law, such as NYS Section 2D. Customer data is encrypted, securely stored, and not disclosed to third parties.

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. If 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. This includes the determination of effective state and local tax rates.

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.