



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 06/06/2024

Contract/Agreement Vendor: **Big Fundraising Ideas Vendor#12490 Clay Boggess**

Name of Vendor & Contact Person

clay@bigfundraisingideas.com>

Vendor Email Address

Fundraiser for Vanguard Academy student activities fund.

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.

Vanguard Students

Reason/Audience to benefit

06/24/2024

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Andrea Sagely

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Stacy Replough

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: NO

Cabinet Team Member: Stacy Replough

Funding Source: 63/837 837-2199-810-900-0000-000-780
Fund/Project OCAS Coding

Consent

Action

Please see attached full explanation of contract. Big Fundraising Ideas will allow students to raise money for student activities, transportation, equipment, dues and fees for the 2024-2025 school year.

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.

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Home (/) > Products (/school-fundraising-products) > Brochures (/school-brochure-fundraisers) > Fall Fundraiser Ideas (/fall-fundraising-ideas) > 'Tis the Season



'Tis the Season

The fall 2024 Tis the Season brochure offers a vast assortment, including kitchen & home accessories, novelty gifts, wrapping paper, candles, jewelry, flowers, snacks, and more.

This brochure fundraiser (/how-our-brochure-fundraiser-works) includes an online store (/online-store) with over 500 items.

CALCULATE YOUR PROFIT

Have a question? [Contact us \(/contact/have-question\)](/contact/have-question)

Program Details

Average Price: \$16

Profit: 40% of retail (/brochure-profit-information)

Shipping: Free Shipping (/free-shipping)

[VIEW BROCHURE \(/sites/default/files/tis-the-season-fall-fundraising-catalog.pdf\)](/sites/default/files/tis-the-season-fall-fundraising-catalog.pdf)

[GET YOUR FREE BROCHURE \(/CONTACT/GET-YOUR-FREE-BROCHURE?NID=2983\)](/CONTACT/GET-YOUR-FREE-BROCHURE?NID=2983)

Sell online without a brochure? [Learn more \(/online-fundraisers/believe-online\)](/online-fundraisers/believe-online)

[Printer-friendly version \(https://www.printfriendly.com/print?url=https://bigfundraisingideas.com/node/2983?_wrapper_format=html\)](https://www.printfriendly.com/print?url=https://bigfundraisingideas.com/node/2983?_wrapper_format=html)



Decades of Excellence



Millions Raised by Our Customers



Leading US Company



100% Product Guarantee



Best Quality Products



Brochure Fundraising Steps

1. We use cookies on this site to enhance your user experience

Enroll in our no-upfront-cost fundraiser. By clicking the accept button, you consent to our use of cookies. Get a startup kit, including participant supplies.

[LEARN MORE \(/PRIVACY-POLICY\)](/CONTACT/start-fundraiser?nid=2983)

[Free Supply](#) **ACCEPT**

3. Make Sales

Take orders in person or invite people to buy online.

[View Sample Store \(/believe-product-categories\)](/believe-product-categories)

4. Order Processing

Submit group order forms for processing.

[Payment Options \(/brochure-fundraising-payment-options\)](/brochure-fundraising-payment-options)

5. Receive Products

Order delivers 3-4 weeks after receiving order forms.

[Packed According to Seller \(/packed-according-seller\)](/packed-according-seller)

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Prize Pile

(/custom/prize_programs/2987)

SCHOOL GROUPS



(/custom/prize_programs/4234)

Prize Rush

(/custom/prize_programs/4234)

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(/custom/prize_programs/487)

Cash Prizes

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Show Your Spirit

(/custom/prize_programs/493)

Ship to Buyer

Want to avoid order forms, money collection, and deliveries?

LEARN ABOUT SHIP TO BUYER ►

Need Help? [Contact Us \(/contact/have-question\)](#)

What Our Customers Say

worked very well
iscalculated the
udents and

No complaints made.

Everything went great!

We really liked the ease of
website in order to track th
orders and see how much '
were raising as the sales wer

luded our high
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Laura Popowski - Teacher

Cindy Penalzoa - Director

Nicole Tracy - Cultural Arts
Chairperson

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Children's Campus Center

Sunrise Drive Elementary

Elementary
1,330.00
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Raised: \$2,350.00

Raised: \$5,112.50

Raised: \$6,001.00

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' great ideas and as my first year my last.

FUNDRAISING PRODUCTS This fundraiser worked very well for our group. I miscalculated the

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number of students and accidentally included our high

TA President

Jessica DeArmond - PTO Vice

Elementary

President

START A FUNDRAISER (/CONTACT/START-FUNDRAISER?NID=2983) Westmoreland Elementary

Raised: **\$11,330.50**

Questions about 'Tis the Season?

[How it Works](#) [Online Store](#) [Making Sales](#) [Shipping](#)

Can we also raise money online?
Do participants need to register?
Do we receive a group link?
Can we accept donations?
Can buyers credit more than one participant?
When does our online store close?
When do we receive our online profit payment?

Related Fundraisers

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Heartland Goodies & Gifts



(/fall-fundraising-ideas/home-holidays)

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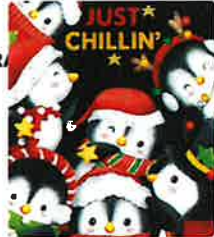
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Just Chillin (/fall-...

START A FUNDRAISER?NID=2983)



(/fall-fundraising-ideas/just-chillin)

The fall 2024 Just Chillin brochure offers 106 items, including holiday gifts, wrapping paper &...

[VIEW BROCHURE ►](#)

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- [FAQs \(/faqs\)](#)
- [Reviews \(/reviews\)](#)
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- [Resources \(/resources\)](#)

Office Hours

8:00 a.m. to 5:00 p.m. CST
Monday through Friday

secured by

Contact Info

Big Fundraising Ideas
4833 Saratoga Blvd. #3
Corpus Christi, TX 78413

Toll Free:
(866) 980-9930 (tel:8669809930)

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3. BUYER AGREES AND ACKNOWLEDGES THAT ALL PERFORMERS AND THEIR AFFILIATES AT REPTILE SHOWS, MAGIC SHOWS AND PROVIDERS OF INFLATABLE EQUIPMENT AND ALL OF THEIR RESPECTIVE EQUIPMENT, GOODS, MERCHANDISE, ANIMALS, PROPS OR ANY ITEMS USED BY OR IN CONNECTION WITH ANY INCENTIVE EVENTS ARE BEING PROVIDED BY INDEPENDENT CONTRACTORS. AND BUYER DOES HEREBY AND FULLY AND FOREVER RELEASE, ACQUIT AND DISCHARGE SELLER AND ITS SUCCESSORS, ASSIGNS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND SUITS, WHICH THEY MAY NOW HAVE OR HEREAFTER HAVE OR CLAIM TO HAVE, AND WHETHER THE SAME BE NOW KNOWN OR NOT KNOWN AT THIS TIME, AGAINST SELLER, INCLUDING

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2. BUYER'S INABILITY TO USE ANY GOODS OR MERCHANDISE EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER GOODS OR MERCHANDISE, OR
3. ANY OTHER CAUSE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, OR LOSS OF REVENUE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. AMENDMENT AND WAIVER. This agreement may not be amended except by an instrument in writing signed by all parties.

4. PARTIES IN INTEREST. This agreement will be binding upon, will inure to the benefit of, and will be enforceable by the respective successors and assigns of the parties.

5. ENTIRE AGREEMENT. This agreement, including any exhibits, schedules, or other documents referred to in this agreement or delivered pursuant to this agreement, contains the entire understanding of the parties with respect to its subject matter.

6. HEADINGS. The section headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement.

7. NOTICES. All notices and other communications between the parties will be in writing, and will be deemed to have been duly given if personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested).

8. GOVERNING LAW. This agreement will be governed by the laws of the state of Texas, without regard to its conflict of laws rules.

9. SEVERABILITY. Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. FINANCIAL AGREEMENT. The buyer agrees, whether he/she signs as agent, that in consideration of the services to be rendered to the agent, he/she obligates himself/herself to pay the account in accordance with the regular rates. He/she agrees to provide accurate and complete billing information, including but not limited to valid payment information, name, address and email address, and to provide seller with any changes in such information within ten (10) days of change. Should the account be referred to a collection agency or an attorney for collections, the undersigned will be required to pay reasonable attorney's fees and collection fees. The undersigned certifies that he/she has read the foregoing receiving a copy thereof and is the agent or is duly authorized by the agent to execute the above and accepts its terms.

11. CONDUCT ON SITE. Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, message board, discussion board, or other interactive service that may be available to you on or through this site, Buyer agrees to not upload, share, post, or otherwise distribute or facilitate distribution of any content that:

1. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Seller's rules or policies;
2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

12. PAYMENT POLICY. Payment on brochure sales is due within 5 business days of receipt of product. Purchase order payments for wholesale orders are due within 15 days of receipt of product. If we do not receive payment within 30 days from the date of your invoice, a finance charge will be incurred at 1½% per month for non-payment.

1. If the buyer has elected to do either a super party, super splash party, magic show or reptile show prize program, the seller's fundraising invoice must be paid in full prior to the date of the event. The seller reserves the right to reschedule any event or place the event on hold until which time the buyer's invoice is paid in full.

1. The buyer understands that they will need to provide the cash up front for each participant who reaches the money wheel and machine levels for Super Party and Super Splash Party events. The seller will be reimbursed by the buyer according the following payment schedule:

1. \$10 for every participant who reaches the money wheel level indicated in the prize program.
2. \$15 for every participant who reaches the money machine level indicated in the prize program.

2. If using a sportswear prize program and less than 13 participant qualify for sportswear, a \$25 minimum order fee will be incurred.

- 3. All due credits will be issued once any applicable invoice(s) is/are paid in full.
- 4. Some accounts are 'hold for payment' accounts at seller discretion. The buyer of a 'hold for payment' account must pay their invoice in



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- 7. Buyer agrees that no other program(s) will be operated in conjunction with or run simultaneously with this program.
- 13. RETURN POLICY. For information about our return policy, please click on our 'Return Policy' link located in our website footer.
- 14. INDEMNIFICATION CLAUSE. Buyer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made Buyer, Buyer's violation of any terms of this agreement or Buyer's violation of any rights of a third party, or Buyer's violation of any applicable laws, rules or regulations. Seller reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Buyer, in which event Buyer will fully cooperate with Seller in asserting any available defenses.
- 15. CANCELLATION / CHANGE POLICY. Once an agreement is reached between the buyer and the seller and at any point the buyer wishes to cancel or change the agreement for any reason; the buyer agrees to the following terms:
 1. There is no charge if cancellation takes place prior to shipping kickoff supplies to the buyer.
 2. The buyer agrees to pay the seller \$100.00, or \$1.00 for each participant in their group plus a 25% processing fee, whichever is greater, if cancellation takes place once the initial supply order has shipped to the buyer. Supplies include, but are not limited to, order forms, brochures, prize flyers, parent letters, envelopes etc.
 3. If the buyer decides to change their brochure order for any reason once their supplies have shipped; which includes, but is not limited to switching a brochure or prize program, they will be charged for the original supplies that will no longer be used. The buyer is responsible for the shipping. Any charges will be added to their fundraising invoice.
 4. Any products ordered

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8:00 a.m. to 5:00 p.m. CST
Monday through Friday

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Contact Info

Big Fundraising Ideas
4833 Saratoga Blvd. #3
Corpus Christi, TX 78413

Toll Free:

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