

Fundraising Agreement

School / Group Information

Group Name: _____

Group Phone: _____ Group Fax: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Email Address: _____

Shipping Address: _____ Same as Mailing [] please check off

City: _____ Province: _____ Postal Code: _____

Contact / Sponsor Information (Schools and school groups must list school principal as one contact.)

Contact #1: _____ Title: _____

Phone (HM): _____ (WK): _____

Email Address: _____

Contact #2: _____ Title: _____

Phone (HM): _____ (WK): _____

Email Address: _____

Contact #3: _____ Title: _____

Phone (HM): _____ (WK): _____

Email Address: _____

Fundraiser Information

Total # of Students/Members	Fundraiser Kick-Off Date	Fundraiser End Date

Brochure / Product / Program Selection Information (Limit of one (1) Product / Program per fundraiser)

ID #	Brochure Name	Quantity Ordered	Brochure Profit Margin on Retail

Optional Service(s) Requested (Please Check One – if no box is checked, then orders will be sent in bulk.)

	YES	NO
Prize Programs		
Collection Envelopes		

Prices Upon signing this Agreement, ISA will determine the cost of your printed materials in detail. An estimated cost per brochure is approximately \$1.00 double sided, however ISA will provide the school / group with the current lowest price list in the printing industry.

_____, hereinafter called "Group" and ISA of Canada Ltd, hereinafter called "ISA" mutually agree as follows:

Deposit

Upon signing this Agreement, the Group shall forward a nonrefundable one hundred dollars (\$100.00) deposit payable in Canadian funds. Deposit shall be credited against charges.

Group Responsibilities The Group shall:

- A. The Group agrees to complete its fundraiser within three weeks of the Fundraiser Kick-off date as listed on page 1 of this Agreement and follow and comply with the Fundraising Schedule as contained on page 1 of this Agreement.
- B. Appoint a person as its chairperson and/or coordinator to conduct this fundraiser.
- C. Provide sufficient time and make reasonable efforts to promote this fundraiser to the Group's members.
- D. The Group further agrees that all orders procured by the Group or Group's members on Group's behalf for this fundraiser shall only be submitted to and processed by ISA.
- E. Have members of the Group record all orders on the order forms required by ISA.
- F. Collect from the Group's participants all fundraising order forms and monies and any other items required by ISA and forward to ISA.
- G. All fundraising orders are to be submitted to ISA within five (5) days of the end date as listed on page 1 of this Agreement.
- H. Forward and pay to ISA all charges for all products, programs, brochures, materials and/or services.
- I. Have sole responsibility to award and to pay all costs for all prizes.
- J. Agree not to copy or duplicate at any time any printed materials, guidelines, procedures, or methods furnished by ISA to the Group because all such material, guidelines, procedures and methods are copyrighted and are the exclusive intellectual property of ISA and are intended for use by the Group exclusively for this fundraiser only. The Group further agrees not to use these materials or information for purposes not covered by this Agreement.

Prices

Prices for fundraising brochures, products, programs, materials and/or services shall be at the prices listed on page 2 of this Agreement.

Billing

ISA will provide to the Group a bill in a format ISA chooses, which may change from time to time.

Orders & Late Orders

The Group must send initial orders via next day ground service to our offices. Only original fundraising brochure order forms (no photocopies) are to be submitted by the Group. Additional and/or late orders will be accepted within five (5) days of receipt of original order and must be faxed to our office at (905)415-3468

Payment Method, Due Date, and Late Fees

Time is of the essence for payment. Payment in full is required when your Group submits order. Visa, MasterCard, Debit, Cash, Money Order, Business cheque and/or Personal cheque is acceptable for payment. **Full payment is required within 30 days of product being shipped to your school / group.** ISA will deposit the Group's pre-payment of \$100.00 to account immediately upon signed agreement and will deduct such holdings prior to invoice of final payment.

Cancellations

A thirty (30) day written cancellation notice is required prior to the scheduled fundraiser's start date written on page one of this Agreement. If the cancellation notice is not received with the thirty (30) days notification, the Group will be responsible for payment for any materials, brochures or other items ordered by the Group at the prices listed.

Shipping

ISA or the supplier/manufacture will have final decision regarding shipping methods. The Group agrees to pay all shipping/freight/mailling charges for anything sent to the Group. Best efforts will be made to provide quality-shipping services using common carrier, but ISA cannot be held responsible for any delays and/or damages caused by common carriers.

Missing and/or Damaged Cases / Boxes and / or Items / Pieces

Case/Boxes – At time of delivery, any missing and/or damaged cases or boxes must be noted by your group on the bill of lading and co-signed by the driver. Within twenty-four (24) hours of receipt of your shipment, you must notify ISA and fax a copy of your bill of lading to ISA. The bill of lading should clearly indicate what cases and/or boxes are missing and/or damaged.

Items/Pieces – Within three (3) days of delivery, you must notify ISA of any missing and/or damaged items or pieces from your shipment. Fax a copy of your invoice to ISA, clearly indicating what items and/or pieces are missing and/or damaged.

Waiver - The Group hereby waives any claim, defense, setoff or other right or remedy arising from missing or damaged cases, boxes, items, pieces, or other product if not identified to ISA within the times frames identified herein. Failure to notify ISA of missing or damaged goods as required above shall constitute a waiver and further stop the Group, any guarantor or other party to this Agreement, and their assigns from asserting any defense, set-off, or counterclaim to a collection action brought by ISA based on damaged or missing goods, or based on the quality of goods received.

Returns

ISA and/or ISA's suppliers/manufacturers will not accept returns on unused brochures, unsold product, undelivered product and/or unused supplies. Only damaged product with ISA's prior written approval will be acceptable for return.

NSF Cheques

In the event any cheque issued by the Group to ISA is returned for insufficient funds or otherwise dishonored for any reason (NSF), the Group agrees to allow ISA to electronically represent the Group's check for payment, and the Group waives any objections to electronic representation. The Group agrees to promptly tender payment of the full amount of such NSF check plus a service charge of \$30, or an amount of five percent (5%) of the face amount of the NSF check, whichever is greater, plus collection costs, bank fees, court costs, and reasonable attorneys' fees.

No Warranties

ISA'S SALE OF PRODUCTS, PROGRAMS, BROCHURES AND MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ISA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SALE OF PRODUCTS, PROGRAMS, BROCHURES AND MATERIALS, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ISA IS NOT THE MANUFACTURER OF ANY FUNDRAISING PRODUCTS. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Indemnification And Hold Harmless; Lost Products, Materials And Delays

The Group shall indemnify and hold harmless ISA, its employees, and agents regarding all injury to persons and damage to all property resulting at or with respect to the organizing, conducting or the administration of the fundraiser. ISA shall have no liability for amounts not collected, lost shipments of materials or products; delays attributable to computer malfunction; mishandled mail; mail not delivered by the Canada Post or other common carriers. ISA does not guarantee results, success or profits from the Group's fundraiser. ISA is not liable for acts or omissions of another or causes beyond ISA's reasonable control. ISA is not liable for incidental or consequential damages such as lost sales and/or lost profits.

Conflicts

In the event of a conflict between this Agreement and the information and/or material as contained on ISA's web site, the terms of the Agreement shall supersede any material and/or information contained on ISA's web site <http://www.isaofcanada.com>

Notices

ISA's written notices to the Group shall be effective two (2) days after date the notice is e-mailed or faxed to the Group. The notice shall be addressed to the Group's e-mail address or fax telephone number as kept in our files. The Group is responsible for providing written notice to ISA of any changes regarding any change in information as contained on page one of this Agreement. Notices to ISA by the Group shall be deemed effective when received at our office via Canada Post or as dated as received in ISA's files.

Governing Law: Attorney Fees & Venue

If ISA retains an attorney in connection with this Agreement, including an action to collect payment or otherwise enforce or defend this Agreement in any lawsuit, at trial, or in any appellate, probate, reorganization, bankruptcy or other proceeding, or if the Group sues ISA in connection with this Agreement and does not prevail, then the Group agrees to pay to ISA, in addition to principal, interest and any other sums owing to ISA under the Agreement, all reasonable costs and expenses incurred by ISA in trying to collect its invoices, or incurred in any other suit or proceeding, including without limitation reasonable attorneys' fees, paralegals' fees and costs. The laws of the Province of Ontario shall govern all matters relating to the validity, enforceability, interpretation and performance of this Agreement. The Group further agrees that proper venue is in Toronto, Ontario and that any or all proceedings instituted by the Group against ISA with respect to this Agreement shall be filed with and/or pleaded exclusively before the courts of Toronto, Ontario.

Entire Agreement

This Agreement (The Fundraising Agreement) is the entire Agreement between the parties. There are no other agreements, conditions, understandings, or representations, either oral or written, between the parties except as expressed herein. No changes will be permitted to the Agreement or unless authorized and agreed to in writing and signed by both parties.

Severability Clause.

If any provision or part of a provision of this Agreement is determined by a court of competent jurisdiction to be invalid under the laws of the Province of Ontario, such determination shall not affect the validity or enforceability of the remaining provision or any other provisions of this Agreement.

Guaranty of Performance.

The undersigned Group representative hereby becomes surety for and irrevocably and unconditionally guarantees performance of all provisions of this Agreement, including prompt payment of all invoices and other liabilities due ISA by the Group.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

Group representative - Signature & Title

_____ as _____
ISA of Canada Ltd. Representative

Group representative - Signature & Title

Schools & School Groups must complete this additional section.

I, _____, as principal of _____ grant approval for the Group listed on page one of this Agreement to conduct the fundraiser as described on page one of this Agreement at my school on the dates listed and in accordance with the terms and conditions contained in this Agreement.

Principal's Signature (required)

Date

To confirm that the principal's approval and signature is valid, ISA will fax a copy of this Agreement signed by all parties to the school principal.