

# **Fundraising Program Agreement**

By signing this Fundraising Program Agreement, I, \_

("Fundraising Representative") am confirming and verifying that I am an authorized representative of (Organization Name), the Responsible Party, and that I have the right and authority to enter the Responsible Party into the following binding agreement, including the establishment and maintenance of a Fundraising Campaign with Kaos Fun Zone. I also acknowledge that I have read, understand, and agree to the terms and conditions set forth regarding establishing and maintaining a Kaos Fun Zone Fundraising Campaign.

## **ORGANIZATION & CONTACT INFORMATION**

Organization Name				
Billing Address	City	State	Zip	
Primary Contact	Phone	Email		
Secondary Contact	Phone	Email		

## INFORMATION DISCLAIMER

As a consumer/user of Kaos Fun Zone, by submitting your information you give us permission to reprint, reproduce or use information relating to our business. You are also agreeing to the following:

- The reprint, reproduction, or use of the information will be at our discretion and without compensation.
- We may use information with or without any pseudo (pen) name credit.
- Our right to use the information is perpetual and may be assigned by us.
- We use information locally, nationally, or globally and such use may be made in media, information, or communication platform (including internet advertising) currently in use or later developed.
- You, and not someone else, composed, submitted and posted information. By submitting your information, you are agreeing to the terms and conditions as listed in this document.

### **TERMS OF AGREEMENT**

- 1. The Responsible Party must purchase a minimum of 50 fundraiser cards at a cost of \$10 per card. The cards will be loaded with a \$20 value towards Kaos Fun Zone attractions and can be sold for a price at the Organization's discretion.
- 2. Should the Fundraising Organization want additional cards, the Responsible Party can purchase more fundraising cards in increments of 50, with payment due upfront.
- 3. If the Fundraising Organization is unable to sell the entire quantity of fundraiser cards, the Responsible Party agrees to the following:
  - a. All unsold fundraiser cards must be returned to Kaos Fun Zone.
  - b. Kaos Fun Zone will reimburse the Responsible Party for returned cards only after at least 90 days from the original purchase date have elapsed.
  - c. If the Fundraising Organization wants to return the Fundraising Cards before the 90-day date after original purchase date has surpassed, the Responsible Party takes full responsibility for 100% of the cost of the gift cards and will not be reimbursed by Kaos Fun Zone.
- 4. The Responsible Party takes full responsibility for lost, stolen or damaged fundraiser cards and will not be replaced or reimbursed by Kaos Fun Zone.
- 5. At the discretion of Kaos Fun Zone, fundraiser cards may not be honored or cancelled should a problem arise with the Organization's account.
- 6. The Responsible Party understands that the fundraiser cards are not redeemable for cash or used towards food and beverage; however, they can be used at their retail value for any Kaos Fun Zone attraction. Unauthorized or reproduced fundraiser cards will not be honored for redemption.
- 7. The Responsible Party understands the following:
  - a. The Kaos Fun Zone fundraiser cards may not be sold on the premises of Kaos Fun Zone.
  - b. Organizations can participate in four Fundraisers per calendar year with Kaos Fun Zone
  - c. Fundraiser cards are solely intended for individual consumer use only.
- 8. The Organization agrees that the promotion and sale of Kaos Fun Zone fundraiser cards will be monitored and controlled by the standards set by Kaos Fun Zone. The Organization accepts all terms noted in this contract, accepts full responsibility for any unauthorized distribution or redemption of fundraiser cards, and return of unsold fundraiser cards.
- 9. The Organization must provide a copy of its 501(c)(3) certificate to Kaos Fun Zone. Kaos Fun Zone reserves the right to approve or deny all contracts based on the organization applying.

**COST OF COLLECTION:** In the event it is deemed necessary by Kaos Fun Zone to institute collection proceedings against the undersigned for any amounts owed, the undersigned agrees to additionally pay Kaos Fun Zone for all costs and expenses of collection, including without limitation all reasonable attorney fees, expenses, court fees, and costs of collection.

**CERTIFICATION:** I/We certify that all information on the application is correct and that an authorized officer, owner, partner, or representative has signed this application.

### FUNDRAISER CARD ORDER FORM

Name of Organization

Requested date to receive fundraiser cards

Program end date

Number of fundraiser cards

I/WE CERTIFY THAT THIS APPLICATION IS FOR FUNDRAISING AND IS NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. By signing the below, I/we acknowledge and agree to the foregoing conditions.

→\_\_\_\_\_

→ Fundraiser Representative (PRINT NAME)

→\_\_\_\_\_

Fundraiser Representative (SIGNATURE)

Date