## **SALES AGREEMENT - Order Taker Brochure Programs**

## **BAKE & Co. Fundraising**

6523 California Avenue SW, #312, Seattle WA 98136

206.938-4866 or 1-800-535-2253 FAX: 206.938.1746



email: brenda@bakeco.com

Co-Chair Name & Phone

Unsigned contract expires:

 Organization Name
 Non-Profit Tax I.D.

 Organization Name
 Non-Profit Tax I.D.

 Organization Name
 Treasurer & Phone

Organization Address	Organization FAX	
Organization City/St/Zip	Organization's Web Site	
Organization Phone	Organization email	
Authorizing Signature(s)	Authorizing Signature(s)	
Print Name & Date	Print Name & Date	
Your signature	e is a confirmation that you have read, understand, and agree to our Terms & O	Conditions found on page three of this Agreement.
Chairperson Name	Ship Brochures Attn:	
Chairperson Name Day Phone w/area code	Ship Brochures Attn: Street Address	
	·	
Day Phone w/area code	Street Address	
Day Phone w/area code Alt., Eve & Cell Phones)	Street Address City / State / Zip Business/Delivery Site	
Day Phone w/area code Alt., Eve & Cell Phones) Fax	Street Address City / State / Zip Business/Delivery Site	

					-					
Contacted BAKE & Co			ochure Needed up to 2 weeks		Start Date		End Date		Order to BAKECo	
Cho	ose the brochure	you wish t	o use and copy	the information	ation from	the list be	low includ	ing the q	ty of bro	chures needed.
Code	Product Items	Pages		Brochure N	Name		Retail	Broc Ea.	Qty	Deposit Amount
			Prin	nary Fundraisi	ng Program					
			Optional: Add	d a Second Pro	ogram for Ex	tra Sales	r.		Qty	
Fina	al payment is due	<mark>prior to sh</mark>	ipping.				Deposit A	mount Due	\$	
Payme	ent method will be _	P.O	Check	Deposit	is required	only for fire	st-time custo	omers req	uesting 50	) or more brochures
Ρι	Irchase Order			Cre	edit Card for	Deposit				Deposit Check Encl.
P.O. #			Name					Expiration		Check No.

**Delivery Contact Phone** 

Delivery UPS Address

Print Name of Purchase	Agent		Card #								
			Signature					3-digit code		\$	
Signature				Card H	older Addres	S				Date	
Phone						APPROVAL				Amt \$	
	Fax this of	order form	38.4866 or toll fr o BAKE & Co. at heck payable to E	206.938.1746	(secure) w	ith credit car	d informatic				
BAKE & Co. Use:	Agree Sent	Agree Rec'd	Broc: V / B	Ann Ltr/ Out	Tally Out	Order Rec'd	Invoice Out	To Supplier	Pmt Rec'd	Est. Arr.	TY Sent

Commercial or add 5% for residential delivery

		00			CIAL OBLIGATION ON				
				KER BROCHURES, SEP	· · · · · · · · · · · · · · · · · · ·			-	
Code	Product	Items	Pages	Brochure Nam		Retail	Broc Ea.	Qty	Deposit Amount
FB-S	Flower Bulbs	24	8 pg	Flower Bulbs - Art in Nature for S		\$7 - \$24	\$0.30		
*	Profit Plan: Services			on 100+ items, 40% on less. Minimum					a
FB-SS	Garden Seeds	18	6 pg	detachable order form. Send us bott Page's Seeds	March 1 to May 15	\$5 to \$15	\$0.30	. то рег рк	y.
	Profit Plan:			n 100+ items, 40% on less. Minimu	,			ach	
	Services			detachable order form. Send us bott	11 0				q.
DEL-MIX	Broc #D-101			Delisheries Non-Froz. 3 lb. Yield		\$15.00	\$0.30		
at a	Profit Plan:	50% of \$15	suggeste	d retail on 100+ items, 40% on less.	Min for free freight is 48	items, or add \$	2.00 per un	it. Box net	weight 36 ounces.
Sec.	Services			8. Posters when available. Shipped		ly, Sort & Pack	Available, a	add 6% of	retail.
DEL-MIX	Broc #D-104			Delisheries Non-Froz. 3 lb. Yield (		Unpriced	\$0.30		
120	Profit Plan:			on 100+ items, \$9.00 ea on less. Mi					
DEL-MIX	Services			. Posters when available. Shipped				add 6% of	sugg. Retail.
DEL-IVIX	Broc #D-124 Profit Plan:			Delisheries Non-Froz. 3 lb. Yield ( d retail on 100+ items, 40% on less.	-	\$15.00	\$0.30	it Dough	at wt 16 augus
See.	Services			8. Posters when available. Shipped	-				
el-1/2Mix	Broc #D-103			Delisheries Non-Froz. 1-1/4 lb. Yie		\$10.00	\$0.30		retail.
230	Profit Plan:			d retail on 100+ items, 40% on less.				it. Pouch r	net wt 16 ounces.
and and	Services			. Posters when available. Shipped	-		-		
el-1/2Mix	Broc #D-102	7	4 pg/wgrid	Delisheries Non-Froz. 1-1/4 lb. Yie	ld Cookie Mix	Unpriced	\$0.30		
AL.	Profit Plan:	Your cost:	\$5.00 ea.	on 100+ items, \$6.00 ea. on less. M	in for free freight is 48 ite	ms or add \$2.0	0 per unit.	Pouch net	weight 16 ounces.
Control of the second	Services	Announcer	nent letters	. Posters when available. Shipped	to the piece. Student Tal	ly, Sort & Pack	Available, a	add 6% of	sugg. Retail.
AV-2	Cocoa	5	1 pg	Aspen Valley Gourmet Cocoa 1 lb	o. tins	\$12.00	You Print		n/c
20	Profit Plan:			profit = 40% of sugg. \$12 retail. We	•	-	-	•	-
	Services:			tins, or add \$2.00 per tin. Ann. letter				s 1 flavor/	cs available bulk.
BB-11	Coffee	22	6 pg	The Ultimate Beverage Collection	I	\$14.00	\$0.30		Oh - De ete ee
¥	Profit Plan:	-	-	500 or more bags, 40% on less. Fr			L.	r taka hull	Qty Posters
BB-11	Services Coffee	22	6 pg	Free tally, sort/pack by student on 5 The Ultimate Beverage Collection	-	Unpriced	\$0.30	or take buir	delivery.
	Profit Plan:			500+ bags, \$8.40 on less. Set your of					Qty Posters
Z	Services			Free tally, sort/pack by student on 5				or take bulk	,
BB-YA	Coffee	14	1 pg	A Few of Our Favorite Things Yea		\$14.00	\$0.20		
$\simeq$	Profit Plan:	50% of sug	g. retail or	500 or more bags, 40% on less. Fr	ee shipping on 48+ bags	or add \$2.00 e	ach.	,	Qty Posters
	Services	Announcer	nent letter.	Free tally, sort/pack by student on 5	00+ bags; add 6% of sug	gg. retail for thi	s service on	less or tal	e bulk delivery.
BB-YA	Coffee	14	1 pg	A Few of Our Favorite Things Yea	l		You Print		n/c
$\mathbf{a}$	Profit Plan:			500+ bags, \$8.40 on less. Set your of				-	
	Services		-	om sell sheet for you to reprint plus a				lk delivery	only.
irst-Aid	Classic-1	14 500/ af aria	1 pg	RightResponse® First-Aid - CLA	•	\$10 - \$26	\$0.30		
+	Profit Plan:	-		on personal first-aid. Min order for fre	-				
	Services			rm and envelope, announcement lett RightResponse® First-Aid - CLAS		\$10 - \$99			
Irst-Alu	Classic-3 Profit Plan:	23 50% of prir	4-pg	on personal first-aid, 30% of printed r			\$0.50	e freight is	21 items
+	Services			rm and envelope, announcement lett	-			e neight is	24 пеннэ.
irst-Aid	Spiff&Biff-2	17	1 pg	RightResponse® First-Aid - SPIFF		\$10 - \$26	\$0.30		
	Profit Plan:			on personal first-aid, Min order for f					
Τ.	Services	Seller's Kit	w/order fo	rm and envelope, announcement lett	er, poster when available	. Shipped bulk			
irst-Aid	Spiff&Biff-3	23	4 pg	RightResponse® First-Aid - SPIFF	F & BIFF-3	\$10 - \$60	\$0.50		
- <b>1</b>	Profit Plan:			on personal first-aid, 30% of printed r				e freight is	24 items.
	Services	Seller's Kit	w/order fo	rm and envelope, announcement lett		. Shipped bull			
irst-Aid	Breast Cancer	17	4 pg	RightResponse® First-Aid - First		\$25.00	\$0.20	+	
÷	Profit Plan:	-		25. Min order for free freight is 24 it		Full case order	s available,	\$150/case	e, 12 kits.
	Services	Seller's Kit		rm and envelope, announcement lett	er. Shipped bulk.	¢14.00	¢0.25		
SupCed	Firestarters Profit Plan:	1 Vour coot i	1 pg	SuperCedar FireStarters	Stato regidente Minimun	\$11.00	\$0.35	includes a	hinning
	Services			and tally forms. Shipped to the box p					nipping.
ST 4 ME	Candles	29	4 pg	Just For Me Soy Wax Candles "S		\$12.00	\$0.50	201 0011119	
	Profit Plan:			4-100  items = 40%, 101-1,000 = 50%		én e mar e mar e mar e mar e mar e		amples pe	r group.
	Services			e shipping is 24 candles or add \$2.0			-		
TZAZU	Soap for Kidz	6	1	ITZAZU Hand Soap / Sanitizers fo		\$6.50	\$0.40		2
*	Profit Plan:	Retail \$6.5	0. Profit 50	% on 336 units or more, 40% on less	L	ds T-shirt for ea	ach \$1,000 i	n retail sal	es. Youth size S-XL
	Services			order form, or, you have the option to					
odoBg	Dodo Bag	10	4 pg	Cotton "Go-Green" Totes from T	he Dodo Bag Co.	\$10.00	\$0.30		
9%	Profit Plan:	Suggested	retail is \$1	0. Your profit is 50% of sugg. retail o	n 1000 bags, 45% on 50	0+, and 40% o	n less. Ship	ped bulk.	
~	Services	Ann. letter	and tally fo	orms. Minimum for free freight is 24 t	bags or add \$2.00 eac. C	ustom imprintir	ig available	on 100+ b	ags.
IB-21	Batteries Profit Plan:	21	4 pg	Interstate Alkaline Batteries for the No minimum order and no minimum	l	\$5 - \$35	\$0.30		

## **TERMS AND CONDITIONS - PLEASE READ BEFORE SIGNING**

The following policies are a result of 18 years of experience with both good and bad circumstances. We do everything possible to make this process as easy, supportive and as successful for you as possible and maintain professional business ethics.

SHIPPING UPDATE: The cost to ship your product is included in your price based on minimums as noted and based on delivery to a BUSINESS/COMMERCIAL STREET ADDRESS. We are happy to schedule delivery to a residential street address, BUT this will add an additional 5% of retail to your invoice to cover the upcharge we pay the shipper.

WHY A DEPOSIT? Unfortunately, we learned the hard way. We mailed brochures, sometimes as many as 800, as requested to groups who never proceeded with their sale. BAKE & Co. buys these color brochures and then pays the expense to get them to you with start-up materials and samples. First-time customers requesting more than 50 brochures are simply asked to produce a refundable deposit. If we never hear from you again, we process your deposit. If you proceed, your deposit is voided. The ONLY way you will ever pay for a brochure is if it does not generate at least one item sold. Example: Request 300 brochures, sell 200 items; we will add the cost of the brochure for the 100 brochures that did not generate at least one item sold. IF this happens, it's usually because there was absolutely no promotion or publicity about your sale. We will do everything we can to help you with promotion and publicity!

## AMENDMENTS OR SPECIAL TERMS FOR THIS AGREEMENT ONLY

CONTRACT EXPIRATION: This contract is considered time dated material. An issued but unsigned contract is void after 30 days from issue. Customer will start their fundraiser within 30 days from submitting a signed agreement, or contract terms are subject to change to be agreed to by both parties.

CONFIDENTIALITY: All customer information is kept strictly confidential. We do not sell mailing lists. Faxed information is received at a secure location. Customer receipts bear only the last four digits of the credit card number. BAKE & Co. is PCI compliant in the handling of credit card information.

OUR GUARANTEE: BAKE & Co. offers an unconditional money-refunded guarantee on quality. We offer a full replacement or refund guarantee on any damaged items (we may ask for a digital photo so our supplier can be reimbursed by the shipping company).

TIME LINES: It is expected that a fundraiser will begin within 30 days from the signing of this Sales Agreement. Beyond 30 days, terms relative to retail pricing, availability, and group profit structure are subject to change with notification to the Customer.

Be prepared to allow a minimum of 14 business days to receive brochures, 14 to 20 days to collect orders, five days to process results, collect late orders, or to mail forms to tally center; and a minimum of 14 business days for delivery. Each program has different services, minimums for free shipping, and profit structures as described above. Read them carefully. We do our best to expedite all of the above service timelines.

THE PROCESS: In summary, the chairperson enlists help from volunteers to package and distribute brochure kits per seller. This includes the order-taker brochure, ar announcement letter describing the purpose, goals, incentives and important dates; the sales receipt form for cash sales or charitable contribution receipts, and an optional money collection envelope. We provide other promotional materials as may be needed.

At your discretion, "kick-off" assemblies, parent meetings, and presentations are an important part of publicity that is best conducted so it does not interfere with student learning time. This is a valuable opportunity for students or parents to ask questions; announce incentives and build excitement into the fundraising process.

Instruct sellers to collect money at the time they accept the order returning both to the chairperson by the due date CHECKS SHOULD BE MADE PAYABLE TO YOUR

**ORGANIZATION, NOT BAKE & CO.** Review order forms to ensure totals have been carried down and across and the amount ordered and money received balance. Verify names as readable. You will be provided with a data entry form and an order submittal file created in Excel. This file is then simply emailed back to us at which time we prepare your invoice. You may choose to print out these forms to do manual data entry and fax or call in your results.

SAMPLE PRODUCT: Each program is different as are customers' needs; sample product will be on a case by case basis. We want you to be successful and believe that sample product on display is a useful promotional tool. We will make no-charge samples available at our discretion. If you wish to sample product but have not committed to a sale, we will ship samples at cost plus freight and charge your credit card; all or a portion of this cost will be refunded and will show as a credit at the conclusion of a sale on your final invoice. We cannot provide samples on custom imprint items.

Upon receipt of your order, we will prepare your invoice. This will be e-mailed as an attachment or faxed to you based on your preference. IF you do not receive an invoice within 2 business days, please call; we may not have received your order. UNLESS YOU HAVE AN APPROVED PURCHASE ORDER, OR WE HAVE APPROVED CREDIT TERMS FOR YOU ON A CASE-BY-CASE BASIS, PAYMENT IS DUE UPON RECEIPT OF INVOICE. FOR FIRST-TIME CUSTOMERS, WE DO NOT RELEASE YOUR ORDER UNTIL PAYMENT HAS BEEN RECEIVED. On first aid program, you will be billed directly by First-Aid Only.

SHIPPING: The less shipped, the higher the freight cost. For this reason, we offer free shipping on a stated minimum number of items to a business/commercial address. Below the minimum, the customer will pay the shipping at a \$2.00 per item cost added to the invoice. If you wish delivery to a residential street address, add 5% of the retail sale to cover the up charge we pay for this service. Note: Freight costs above all else determine our stated profit percentages and minimums.

AUTHORIZED SIGNATURE: The person(s) signing this Sales Agreement under "Authorized Signature" on page one accepts financial responsibility on behalf of the organization to ensure payment in full to BAKE & Co. and may be held jointly liable for any unpaid balance or collection expenses.

TAX IDENTIFICATION NUMBER BAKE & Co. Fundraising is a wholesale distributor; this means we only sell to customers who "resell" the products we supply and who can provide us with a tax identification number for their organization. The customer organization may or may not be exempt from collecting sales tax.

SALES TAX: Our printed materials do not include sales tax nor do we collect or pay taxes on a customer's behalf. The customer must determine if they are responsible for collecting sales tax or if they are tax exempt based on their non-profit status in the state where the sale is being held.

PAYMENT: We accept checks drawn on your organization's account, money orders, VISA, MasterCard, American Express and Discover. We do not accept any other credit cards or personal checks. OUR FEE FOR NSF CHECKS IS \$50! Any balance due and unpaid past 60 days from shipping goes to legal counsel nearest your location for claims collection; customer incurs all collection fees. Credit card information written onto this form and faxed to us is secure on this end and viewed only by the owner. You may prefer to call us if you do not want your credit information on the faxed paperwork or if you plan to send it as a scanned email attachmentCredit terms are extended on a case-by-case basis, but in all cases, the amount due is delinquent after 30 days from shipping; collection expenses are incurred at 60 days from shipping. For first-time customers, we will release your order for shipping upon receipt of payment. First Aid Only terms apply on their product. We are PCI compliant.

PURCHASE ORDERS: If your organization or school district is required to take delivery prior to payment then a purchase order needs to be requested from your accounting office and the form and number provided to us. BAKE & Co. terms are payment within 15 days of delivery. Credit references may be requested. We may agree to partial payment, with half paid prior to shipping, the balance due on delivery. In all cases, a paper copy of the actual Purchase Order from a district office must be faxed to BAKE & Co. (206) 938-1746 before we will release any order for shipping. Any balance due exceeding 60 days goes to counsel nearest your organization for collection at customer's expense Payment in full is to be made by the due date regardless of any discrepancy needing remedy, e.g. a missing item or replacement.

CANCELLATION: If you cancel your sale and BAKE & Co. has already prepared sales materials and shipped brochures, you agree to pay a \$40 cancellation fee for our services You will also forfeit your deposit if brochures are of a short-term seasonal type or not returned to us in a reusable condition within 14 days of cancellation notice--customer pays shipping to return brochures.

**DELIVERY**: Goods are shipped directly from the manufacturer in bulk or packed by seller. BAKE & Co. accepts no liability for delays or errors due to conditions beyond our control, including but not limited to manufacturer's shortages, shipping delays or errors, loss or damage. Manufacturer's warranties apply. BAKE & Co. makes every effort to ensure timely and accurate delivery. In almost all cases, we provide a tracking number when your order has shipped.

CUSTOMER'S RESPONSIBILITY AT DELIVERY: Customer agrees to personally take delivery of the order, to verify there is no external damage, that the case count matches the packing slip, and to SIGN the packing slip before the driver leaves the site. Failure to count and verify your delivery will waive your right to remedy an incomplete order. Customer further agrees to promptly open cases and count items against the BAKE & Co. invoice PRIOR to distribution to sellers or waives their right to free correction for order packing errors.