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

## BAKE & Co. Fundraising

24439 11th Ave S, Des Moines, WA 98198 1-800-535-2253 Brenda Blair, Owner email: brenda@bakeco.com



TO GET STARTED -- PRINT THIS FORM. Complete ALL information requested. Valid tax I.D. number and signature of an authorized organization officer is required. First-time customers--calculate any brochure deposit due (50 or more brochures) unless waived. Choose a deposit payment method (VISA, MC, AmEx or Discover, check or money order). Mail or scan and email this agreement to the address or email address top left of this form. If scanning, remove credit card information for your security and call it in to us. Payment is due prior to shipping unless we have an approved purchase order, then terms are net 15 days from delivery. If you don't hear from us within 3 business days, it is possible we didn't get your form -- please call 1-800-535-2253. Return all pages to this Agreement. Remember to include the quantity of seller's brochures needed. Thank you. We look forward to working with you.

Organization Name						fit Tax I.D. REQUIRED					
Group Name						surer & Phone					
Organization Address					_ Ora	anization FAX					
Organization City/St/Zip						on's Web Site					
Organization Phone					-	nization email					
Authorizing Signature(s)					-						
					Authorizing Signature(s) — Print Name & Date						
Print Name & Date	-		ns on the foll	wing nage	of this Ag	reement					
Your signature is a confirmation that you have read, understand, and agree to our Terms on the following page of this Agreement.           Chairperson Name         Ship Brochures Attn:											
-					-						
Day Phone w/area code					-	treet Address					
Alt., Eve & Cell Phones)					-	y / State / Zip					
Fax			Business/Delivery Site								
Frequently Checked E-mail				Attn: De	livery Contact						
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Co-Chair Name & Phone					Delivery C	ontact Phone	9				
Unsigned contract expires:	:				Delivery UPS Address Commercial or a				dd 5% for residential delivery		
Contacted			Order to								
BAKE & Co		Allow	ochure Needed up to 2 weeks		Start Date		End Date		BAKECo		
Choose the brochure you wish to use and copy the information from the list be Code Product Items Pages Brochure Name											
Code Product Items Pages Brochure Name Retail Broc Ea. Qty Deposit Amour Primary Fundraising Program											sit Amount
BB-11 Coffee	e 22 6 pg The Ultimate Beverage Collectio					n for 2012-2013 \$14.00 \$					
Profit Plan: Services			1 500 or more bags Free tally, sort/pac				or tako bull	Qty Posters	;		
Services	ktra Sales		ice on less	Qty	k delivery.						
BB-11 Coffee	22 6 pg The Ultimate Beverage Collectio							\$0.30			
10	Profit Plan: 50% of sugg. retail on 500 or more bags, 40% on less. Free shipping on 48+ bags or add \$2.00 each.										
Services Announcement etter. The tany, softpack by student on 500° bags, and 0% of retain of this service of less of take builk derivery.											
Final payment	ipping. Deposit Amount Du					e \$ Deposit waived; any amount owing to be included on final invoice					
Payment method w	Check Deposit is required only for first-time c					omers requ	uesting 5	0 or more l	orochures		
Purchase Order			Credit Card for Deposit							Deposit	Check Encl.
P.O. #			Name					Expiration		Ch	eck No.
Print Name of Purchase Agent			Card #							•	
Signatura			Signature Card Holder Address					3-digit code		\$	
Signature										Date	
Phone		1	APPROVAL					1		Amt \$	
To Get Started: Call Brenda at 1-800-535-2253 with credit card information and tax I.D. number Mail or scan & email this form to the address at the top left of this form.											
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.	T Y Sent
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## TERMS AND INFO SHEET - PLEASE READ BEFORE SIGNING

The following policies are a result of 18 years of experience with both good and bad circumstances. By outlining both party's expectations, we can ensure we do everything possible to make this event easy, supportive, and as successful as possible and maintain a professional business relationship. BAKE & Co. is a member of the Association of Fundraising Distributors and Suppliers, a self-regulating professional association that ensures fundraising vendors are held to the highest code of ethical standards.

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

Brochure deposit waived. Any amount due will be added to final invoice.

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 60 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. BAKE & Co. is PCI compliant in the handling of credit cards.

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: In most cases, expect about 10 days to receive your brochures, about two weeks to sell, another week to collect and tally orders, and one or two weeks to receive your goods. I

THE PROCESS: In summary, the chairperson enlists help from volunteers to package and distribute brochure kits per seller. This includes the order-taker brochure, an 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 learnin 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: Available at no charge on a case by case basis. Please ask.

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 fo claims collection; customer incurs all collection fees. Credit 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.