



ATP OFFLINE FALL CALENDAR FUNDRAISER TERMS & CONDITIONS

The School/Group/Organization is hereinafter called 'Group' and About Time Publications hereinafter is called 'ATP'.

Pricing

The Manufacturer's Suggested Retail Price (MSRP) printed on ATP calendars is \$17.99. The price the Group's pays ATP is only \$7.00 for each calendar sold through their ATP calendar fundraising campaign.

Online Orders

The Group may opt to be included in ATP's online calendar fundraising program. Group's supporters may then make a purchase online.

- ATP will create a personalized webpage and link for groups that opt into ATP's Online Calendar Fundraising Program.
- Supporters are asked to specify the individual/student/member of that group, that they are buying calendars in support of, at check out in the note section.
- Price for the calendars online is \$17.99 plus tax and shipping.
- A code for free shipping is available for purchase of 2 calendars or more going to one address.
- The Group will receive \$7.00 per calendar purchased through group's webpage.
- ATP will pay Group two weeks after the close of their fundraiser, for all online sales.
- ATP will fulfill all online orders, which will be shipped directly to customers, with an early December delivery.
- ATP Online Fundraiser FAQ's can be read [here](#).

Offline Fundraising Potential Profit

ATP agrees that the Group may sell the calendars for the price of their choice in their offline order-taker fundraiser. ATP provides downloadable order forms for Group's sellers at the donation prices of \$14, \$16, \$18 or \$20, allowing the group to earn \$7 to \$13 per calendar - a 50-65% profit. ATP also provides an order form with all four of the optional donation prices listed - allowing each supporter to choose their own donation amount. See the Profit Charts under the Fundraising tab for details regarding Group's potential profit.

Offline Fundraising Program Deposit

ATP requires a deposit of \$150 when the Group submits an ATP Offline Fall Calendar Fundraising Program Agreement, which will apply towards Group's Calendar order. ATP will provide full color brochures for sellers, downloadable sales order forms, downloadable master tally sheets and customer service. ATP will help coordinate the Group's fundraiser with ATP's Fundraising Programs.

Offline Fundraiser Minimum Orders

Groups agrees to place a minimum order for calendars based upon the following group sizes:

- 25 - 100 sellers/participants minimum order is 100 calendars.
- 101 - 2000 sellers/participants minimum order of calendars is equal to the number of sellers/participants.

Offline Fundraiser Shipping Fees

- Orders over 500 calendars receive FREE shipping.
- Orders of 499 or fewer calendars will be billed \$0.25 per calendar. Example: 100 calendars x .25 = \$25 shipping fee.

Offline Fundraiser Cancellations

A sixty (60) day written cancellation notice is required prior to the scheduled fundraiser's start date, to receive a refund of Group's deposit.

Offline Fundraiser Billing and Payment Method

Once Group's ATP Offline Fundraising Campaign has concluded, the Group's email submission of the Group's completed ATP Master Tally Order Form is required within a week (no later than November 4 for campaigns ending October 29, 30 & 31). ATP will send to Group's authorized representative, via email or PayPal (as noted on the ATP Offline Calendar Fundraising Agreement), an invoice for payment. Payment is required no later than November 5, 9PM EST. PayPal accepts payment with debit or credit cards. Group is not required to have a PayPal account. Payment to ATP is required by November 5, 9PM EST of the current year to guarantee product delivery. If Group requires another payment method, please contact ATP.

Offline Fundraiser Shipping of Calendars

ATP will have final decision regarding shipping methods. ATP agrees to pay all shipping charges for calendars sent to the Group for orders over 500 calendars. Best efforts will be made to provide quality shipping services using common carrier, but ATP cannot be held responsible for any delays caused by common carriers.

Missing or Damaged Calendars

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 ATP and email or mail a copy of your bill of lading to ATP. 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 ATP of any missing and/or damaged items or pieces from your shipment. Email or mail a copy of your invoice to ATP, 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 ATP within the times frames identified herein. Failure to notify ATP of missing or damaged goods as required above shall constitute a waiver and further estop the Group, any guarantor or other party to this Agreement, and their assigns from asserting any defense, setoff, or counterclaim to a collection action brought by ATP based on damaged or missing goods, or based on the quality of goods received.

Returns

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

NSF Checks

If any check issued by the Group to ATP is returned for insufficient funds or otherwise dishonored for any reason (NSF), the Group agrees to allow ATP to electronically present 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 \$50, 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

ATP'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, ATP 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 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. ATP 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 ATP, 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. ATP 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 U.S. Postal Service or other common carriers. ATP does not guarantee results, success or profits from the Group's fundraiser. ATP is not liable for acts or omissions of another or causes beyond ATP's reasonable control. ATP 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 ATP's web site, the terms of the Agreement shall supersede any material and/or information contained on ATP's web site <http://www.AboutTimePublications.com>.

Notices

The Group is responsible for providing written notice to ATP of any changes regarding any change in information as contained on the Fundraising Program Agreement. Notices to ATP by the Group shall be deemed effective when received at our office via email or U.S. Mail or otherwise dated as received in ATP's files.

Governing Law; Attorney Fees & Venue

If ATP retains an attorney in connection with this Agreement, including an action to collect payment or otherwise enforce or defend the Fundraising Program Agreement in any lawsuit, at trial, or in any appellate, probate, reorganization, bankruptcy or other proceeding, or if the Group sues ATP in connection with the said Agreement and does not prevail, then the Group agrees to pay to ATP, in addition to principal, interest and any other sums owing to ATP under the Agreement, all reasonable costs and expenses incurred by ATP 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 State of California shall govern all matters relating to the validity, enforceability, interpretation and performance of the Fundraising Program Agreement. The Group further agrees that proper venue is in San Diego County, California, and that any or all proceedings instituted by the Group against ATP with respect to this Agreement shall be filed with and/or pleaded exclusively before the courts of San Diego County, California.

Entire Agreement

The Fundraising Program Agreement and CALENDAR FUNDRAISER INFORMATION AND DISCLAIMERS 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 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 State of California, such determination shall not affect the validity or enforceability of the remaining provision or any other provisions of this Agreement.