



ATP ONLINE 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 earnings the Group receives is \$7.00 for each calendar sold through their ATP online calendar fundraising campaign.

Online Orders

Group [enrolls](#) in ATP Online Calendar Fundraising Program.

- ATP will create a personalized webpage and link for groups that enroll into ATP's Online Calendar Fundraising Program.
- Group's supporters make their purchases online.
- Supporters are encouraged to specify the name of the person who referred them, 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](#).

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.