



ATP CALENDAR FUNDRAISER TERMS & CONDITIONS

These Terms and Conditions of Use are a legal agreement between About Time Publications ('Company' or ATP) and Group or Individual.

A school or other organization with 25 or more members is known from now on as 'Group' or between ATP.

A person, or small group with 2 - 24 members, in the ATP Online Fundraising Program is known from now on as 'Individual'.

About Time Publications (ATP) is a California company.

To use ATP's services the Group or Individual, as applicable, must accept all of the terms of this agreement. The Group or Individual's Authorized Representative Signatures on the ATP Order-Taker Fall Fundraising Program Application and/or the ATP Online Fundraising Program Application affirms the Group or Individual's acceptance of these ATP Calendar Fundraiser Terms & Conditions.

The Group or Individual may not copy or duplicate ATP printed materials for any use other than for the ATP calendar fundraising programs. All images and materials are copyright protected.

ATP has two fundraising program options. (Both programs sell the same high quality ATP made calendars. The Group can choose to sign up for either/or the Online and Order-Taker ATP fundraising programs.)

1. Online Calendar Fundraising Program - for Groups and Individuals.
2. Order-Taker (offline) Fall Calendar Fundraising Program - for Groups of 25 or more only.

ATP Online Calendar Fundraising Program:

- The Group or Individual may market ATP Calendars online to their supporters by filling out and submitting the ATP Online Calendar Fundraising Program Application.
- NO deposit is required to participate in the ATP Online Calendar Fundraising program.
- Upon ATP's acceptance of the fundraising application, the Group or Individual will be given a personalized CODE for free shipping & a WEB LINK for sharing with supporters so they may make online calendar purchases. The CODE is also necessary for ATP to track the Group or Individual's supporters' purchases.
- The Group or Individual will receive **\$8.00** for each calendar purchased online by their supporters using the CODE.
- The Group or Individual's fundraiser Kick-Off & End Dates as specified on the Application. Fundraiser End date can be no later than October 31.
- Two weeks after the Group or Individual's fundraiser End Date, profits will be paid out as specified on the Application.
- ATP will ship all online calendar orders directly to the Group or Individual's supporter/purchaser by or before December 15.

ATP Order-Taker (Offline) Fall Calendar Fundraising Program:

- The Group will market ATP calendars to supporters.
- The Group will collect payments for orders of ATP calendars.
- The Group will keep \$8 per calendar as their profit.
- The Group will pay ATP \$12 per calendar purchased offline via Order-Taker, before November 5th. 9PM EST plus any applicable sales tax on calendar sales price of \$20 if not a 501c3.
- The MSRP printed on the ATP calendars is \$24.99.
- The Order-Taker sales price for each ATP fundraiser calendar is \$20. (Calendars purchased online are at the MSRP price of \$24.99 plus applicable state taxes & shipping.)
- 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.
- ATP will have the final decision regarding shipping methods. 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. ATP agrees to pay all shipping charges for calendars sent to the Group for orders over 500 calendars.
- For a Group to qualify for the Order-Taker program a minimum of 25 sellers is required.
- For Groups with 25 – 100 sellers/participants, as stated on Group's Application, the minimum sales required is 100 calendars.
- For Groups with 101 – 2000 sellers/participants, as stated on Group's Application, the minimum calendar sales required is equal to the number of sellers/participants.
Example: 1200 sellers/participants as stated on Group's Application, Group's minimum calendar order is 1200 calendars.
- ATP will provide **FREE** marketing materials: high quality, full color brochures will be mailed directly to the Group according to the number of sellers stated on the Application, as well as downloadable order forms and tally sheets.
- A sixty (60) day written cancellation notice from the Group by email (please write Cancellation in the subject line) is required prior to the scheduled fundraiser's start date, to receive a refund of Group's deposit. Please allow 30 days to receive the refunded deposit.
- ATP requires a deposit from the Group when submitting their ATP Order-Taker Fall Fundraising Program Application. **The deposit will be applied towards Group's order.*** See deposit chart below.

Number of Sellers	Deposit
Under 100 sellers	\$100
101 - 300	\$150
301 - 500	\$250
501 - 700	\$350
701 -1000	\$500
1001 - 1500	\$750
1501 - 2000	\$1,000

ATP Order-Taker Fundraiser Billing and Payment Method

Once Group's ATP Order-Taker 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 an invoice for payment, via email or PayPal, to Group's authorized representative, as noted on the ATP Order-Taker Calendar Fundraising Application. PayPal accepts payment with debit or credit cards. Group is not required to have a PayPal account. If Group requires another payment method, please contact ATP. **Payment to ATP is required by November 5, 9PM EST of the current year to guarantee product delivery.**

ATP Order-Taker Fundraiser NSF Checks

Any check, issued by the Group to ATP for Order-Taker orders, returned to ATP for insufficient funds (NSF) or otherwise dishonored for any reason, 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 attorney fees.

No Warranties

ATP's SALES 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, 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.

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.

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 or Individual is responsible for providing written notice to ATP regarding any change in information as contained on the ATP Order-Taker and/or Online Fundraising Program Agreement. Notices to ATP by the Group or Individual 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 ATP 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 ATP Online Fundraising Program Application, the ATP Order-Taker Fundraising Program Application and ATP CALENDAR FUNDRAISER TERMS & CONDITIONS, constitutes 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.