



Believe Kids Fundraising Participation Agreement

\$500 FREE PRODUCT ON SELECT SPRING FUNDRAISERS IF RECEIVED BY 12/15/08

Minimum 200 sellers on Spring Catalog - Minimum 400 items on Frozen Foods.

Company: _____ Contact: _____ or authorized agent (the 'Client'), at

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Client / Agent agrees to participate in designated Believe fundraiser and make all payments to the order of Believe at 6786 S. Revere Parkway Ste. 120 Centennial, CO 80112 (or at such other place as Believe may designate in writing). Client agrees to pay wholesale price per item ordered plus any additional accrued charges as outlined below.

SELECT ONLY ONE FUNDRAISER PER PARTICIPATION CONTRACT:



BELIEVE
Magical Holidays
Gift Catalog
Fall 2008



BELIEVE
Wonders of Spring
Gift Catalog
Spring 2009



Otis Spunkmeyer
Chippery
Place-N-Bake Combo



Otis Spunkmeyer
Chippery
Tub Combo



Chocolate Obsessions
 Comfort Foods
 Reflections Candle
 Magazine Only
 Premium Collection Tub
 Gourmet Pre-Portioned
 Elite Retreats Gourmet
 Cheesecakes

Choose Prize Program: Prize Zone™ Envelope Prize Channel™ Envelope 2% Cash Back Custom Prize Program

- Believe will replace product and quantity discrepancies and damages, at no charge to Client, provided report is given within 3 days of catalog sale. Frozen food accounted for at time of delivery. Any discrepancy should be noted on driver's 'Bill of Lading' and reported to Believe immediately.
- Believe will accept payment in the following forms: Check, Money Order, Cashier's Check or Credit Card (3% processing fee applies to Visa, MasterCard, Discover). Payment in full shall be due 30 calendar days from product receipt.
- Client agrees that all sales made under this contract are final. Product returns are only allowed for reasons of damage or dissatisfaction.
- Client agrees that additional charges may accrue including late order shipping or student prizes not distributed/earned that are not returned.
- Client agrees to submit one check to Believe for invoice due. Returned checks will incur a \$25 fee. Unpaid principal after payment due date, due to returned check(s) and/or disputed/denied credit card charges, shall accrue interest at a rate of 25% annually until paid with a minimum monthly finance charge of \$25. All payments shall be applied first in payment of accrued interest and any remainder in payment of principal.
- Client may only cancel contract prior to order submission and agrees to pay a cancellation fee commensurate to brochure cost, marketing/kick-off material cost and shipping cost. Contact Believe management to determine your exact cancellation cost.
- Client agrees that all CD/DVD's, magazines and candles are limited to 40% profit and will be billed at a minimum of 60% of listed retail.
- Client agrees that frozen gourmet food fundraisers of 399 or less items will not receive free shipping. Shipping is \$125 for Otis Spunkmeyer Direct Delivery or \$250 for 3rd party delivery such as Conway or Roadway. Contact Believe representative for your shipping method.
- Schools/Groups not associated with a public school district must submit full payment prior to product shipment.
- If any payment obligation under this contract is in default after order fulfillment date, the Client promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process. Believe may exercise the option to send Client's account to a third-party collection agency if principal balance remains unpaid for more than 60 days.

FUNDRAISING CHAIR:

Chairperson Name: _____
Chairperson Email: _____
Chairperson Phone: _____
Chairperson Home Phone: _____

TREASURER:

Treasurer Name: _____
Treasurer Email: _____
Treasurer Phone: _____
Treasurer Fax: _____

of Participants: _____ Estimated Start Date: _____ Estimated End Date: _____ Believe Representative: _____

I certify that I am the leader responsible for this organization; I am over 18 years of age, and I can be contacted at the address and phone numbers above. I personally guarantee that either the organization I represent or I will pay all invoiced charges, and I further understand that these terms may be restricted and pre-payment may be required prior to shipment if my financial condition or other circumstances warrant.

X _____
Authorized Personnel Title Date



Believe Kids 6786 S. Revere Parkway Ste 120 Centennial, CO 80112
FAX TO: 303-200-1291 Alternate Fax: 303-200-1293

Fax To:
303-200-1291