



Fundraiser Agreement

This Fundraising Agreement is entered between (hereinafter referred to as the “**Company**”) _____, located at (**Company Address**) _____ and (hereinafter referred to as the “**School**”), _____ (**School Address**) _____ on _____ (**date**). Attachment “A” is incorporated into this agreement.

General Terms and Conditions of the Agreement are as follows:

- Fund-raiser start date: _____.
- The term of this contract will run from the agreement signature date until _____.
- The School agrees to publicize the fundraising program among students and parents through suitable means. This may include, but is not limited to announcements in school newsletters, letters to parents, special promotion in teacher-parent events, etc.
- The school will request checks be made payable to: (Company) _____
- The Receipt of Distribution for received merchandise will include a statement of all merchandise sold during the agreement period and the amount of the sales.
- The School will receive % _____ of the total sales made by the School on behalf of the Company through the subscription services/catalog. The percentage of revenue to the School will be made payable to the School.
- In addition to above-referenced revenue, additional bonus prizes will be awarded to the School from the Company as per the attachment. The prizes will be mutually agreed upon prior to the fundraising activities. **Cash cannot be offered as prize.**
- Pricing for the merchandise is determined by the Company, and as such, the School does not make any guarantee of amount whatsoever of the dollar amount of sales through the fundraiser. In all cases, the price paid by the customers will count toward the _____% revenue distribution to the School.
- If merchandise is returned by the customer for whatever reason, the account will be credited for the returned merchandise and the credited amount will not be included in the total order revenue when calculating the percentage share for the School.
- There are no processing fees for this fundraiser. The School will not be charged for freight.
- Venue for this contract will be the appropriate court of Pasco County, Florida.
- The laws of the State of Florida govern this contract.
- Either party may cancel this agreement with a 30 day written notice to the other party.
- Elementary and Middle School students are not permitted to sell door-to-door.

CONTRACT REVIEWED
AND APPROVED:

- Only the Food and Nutrition Services department shall sell food and beverages to students in elementary schools during regular school hours.

In secondary schools, the Food and Nutrition Services department shall be the sole provider of food and beverage items sold until one (1) hour following the last lunch period, at which time other school organizations may begin to sell foods and beverage items in accordance with the Board's wellness policy and guidelines with principal approval. Food and beverages sold during the school day outside the cafeteria may be operated on a "profit share" program with prior approval through the Director of the Food and Nutrition Services department.

F.S. 1001.41(2), 1001.42(14), 1006.06
 F.A.C. 7.0411

INDEMNIFICATION

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, (Company) _____ hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

The Fundraising Company shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company.

Signed

_____ on behalf of **(Company)** _____
 (Name/Title/Date)

_____ on behalf of **(School)** _____
 (Name/Title/Date)

_____ on behalf of **(District)** _____
 (Name/Title/Date)