

Collegiate Cash Champion  
Fundraiser Sales Agreement  
School Year \_\_\_\_\_ - \_\_\_\_\_

Organization Name: \_\_\_\_\_

Check One: Shipping Address for BROCHURES: \_\_\_\_\_ Shipped to Business/School \_\_\_\_\_ Home Address \_\_\_\_\_

Business Name or School if applicable: \_\_\_\_\_

Street Address or PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shipping Address for PRODUCTS: \_\_\_\_\_ Shipped to Business/School (signature is required) \_\_\_\_\_ Home Address  
(no signature required)

Business Name or School if applicable: \_\_\_\_\_

Street Address (no PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Are you State Tax Exempt? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_ If yes, please remit your document ASAP. (Not required to receive brochures). NOTE: Usually, an organization does not have to register for a sales tax permit if all its sales are of exempt items or if its sales take place through tax-free fundraisers.

Name of County \_\_\_\_\_ Inside or Outside City Limits \_\_\_\_\_ State Tax Rate % \_\_\_\_\_

Chairperson/Principal: \_\_\_\_\_ Email (Print Clearly): \_\_\_\_\_

Phone-Day: (\_\_\_\_\_) \_\_\_\_\_ Evening: (\_\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_\_) \_\_\_\_\_

Number of Participants: \_\_\_\_\_ Approximate Date of Fundraiser: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

This Agreement, and any invoices delivered pursuant to this Agreement, is subject to the "Terms and Conditions of Fundraiser Agreement," published on the Collegiate Cash Champion website [www.CollegeCashChampion.com/Fundraising](http://www.CollegeCashChampion.com/Fundraising), which are incorporated by reference and made part of this Agreement and all invoices from Collegiate Cash Champion to those organizations accepted for this fundraising program. This Fundraiser Agreement ("Agreement") is entered into by and between Collegiate Cash Champion, a Utah company ("Collegiate Cash Champion"), and the named organization ("Client").

**Who Can Apply:** This fundraiser is open to applications from state and nationally accredited public and private high schools, private schools, charter schools, junior colleges, colleges, and universities - along with their respective official school clubs, sports teams, organizations, classes, and honor societies located within the United States of America. Home-School groups may also apply. The seventh grade (middle school) is the lowest eligible grade to participate. All applications are subject to approval from Collegiate Cash Champion; Collegiate Cash Champion reserves the right to deny participation to any applicant or group for any reason. Individuals and unofficial school groups may not apply.

**How the Fundraiser Works:** Collegiate Cash Champion sells its publication, “Winning the Money Game in College,” updated periodically and available through retail outlets for a suggested retail list price of \$19.95. Collegiate Cash Champion now offers to share a portion of the proceeds with qualifying educational groups. The donation of proceeds comes as a fundraiser opportunity; qualifying groups must still adhere to all local, state, and national laws and use good judgment to be safe while their members participate in the fundraiser.

The payout schedule for approved groups who sell using the suggested fundraising price of \$19.95 (as this will provide potential purchasers an incentive to buy the book through Collegiate Cash Champion’s qualified fundraisers rather than pay full retail pricing) follows:

- If a group sells 1-29 books, they will receive 20% of their group’s gross sales (they get a 20% discount off retail).
- If a group sells 30-59 books, they will receive 40% of their group’s gross sales (they get a 40% discount off retail).
- If a group sells 60+ books, they will receive 50% of their group’s gross sales (they get a 50% discount off retail).

Collegiate Cash Champion will pay for shipping via USPS Media Mail for group book sales of 20 or more books. Participants are responsible for collecting and depositing all money and donations (cash, checks, credit/debit cards, etc.) into the school’s account, along with all associated fees. Participants must also keep track of contributions made, along with respective names and addresses of all donors, so that the participants may deliver books to the individuals ordering the books. If a donor offers more money/contributions than the price of the book(s) ordered, the participating group may keep 100% of the contribution above the retail price of the book (i.e. if \$19.95 is the suggested book price and a donor gives \$25.00, the group may keep the additional \$5.05 as a donation).

As an additional selling point, Collegiate Cash Champion may provide for free, at its sole discretion and availability, a coupon code card that retails for \$15.00 to each person who purchases a book; the coupon cards will be valid for 1 year after the group receives them. The coupon card has several free handouts and adds value to purchasers of the book by providing them additional ways pay for college or save money on college expenses. Groups may also sell the coupon card and charge more than the book retail price. The groups may sell the coupon cards alone to donors who are only interested in the coupon card.

**Pricing:** The groups may sell the materials at any price they wish, but keep in mind that groups will still be required to pay 80%, 60%, or 50% of the suggested fundraising price of \$19.95 (plus shipping costs for 10 or less books) to have the books sent to their school. With the coupon card, many groups sell the book for full retail price and offer the coupon card for free, though several sell the card to increase their fundraising profits.

An Example: Here’s a conservative example (for illustration purposes only) of how it would work: A school choir with 65 choir members is planning a choir tour (there are 700 students at their school). The choir applies for and is accepted to the fundraiser with Collegiate Cash Champion. The parents of each child buy a book and the choir sells another 153 books to parents and students at the school. They go door to door in their community and sell an additional 39 books. With each book, they offer the coupon cards for free as a selling point. The choir sells the 257 books within 30 days - with the individual checks made out to

the school and the choir keeps \$2,563.58. The school sends Collegiate Cash Champion a check for \$2,563.57 for purchasing the books near the author price and paying for shipping of the books. Collegiate Cash Champion sends the books and coupon cards out within 30 days (but may take up to 6 weeks for delivery), after receiving the check, to account for Media Mail. The school receives the books and coupon cards and gives these to the choir class. The choir class delivers the books and coupon cards and thanks each donor for helping the students go on their choir tour. The \$2,563.58 is used to pay for a charter bus to take the choir members on a choir tour and buy T-shirts for the students to commemorate the choir tour.

The book sales in this example could be increased if the choir members or school were to contact local business and offer the books as a resource to give to their clients - while supporting the school.

**Delivery of Materials:** Client's order cannot be processed or shipped until all paperwork is completed and returned to Collegiate Cash Champion and full payment is made.

"Paperwork" includes but is not limited to a State Resale Certificate or a Tax exemption Certificate, whichever is in accordance with your organization, church or school. "Full payment" means total payment for the number of books and/or coupon cards ordered, shipping costs, if any, and sales tax for which Collegiate Cash Champion may remain responsible and/or liable to collect and/or pay. Please note that checks must clear prior to the order being shipped or delivered. Groups may select either option:

- 1) The participants will have 30 days from their elected start month to sell books (fundraisers begin the 1st day of each month and ends 30 days later). NO LATER THAN THE 9th DAY ON THE MONTH FOLLOWING the 30 day period, a certified check from their school organization must be received by Collegiate Cash Champion for the amount due (the amount due represents 50%, 60%, or 80% of fundraising retail price [\$19.95] depending on amount of books sold by the school group). Groups should assume a 4-day mailing time and should mail the certified check 5 days standard USPS First Class to meet the deadline of the 9th on the month following the fundraiser. No books will be sent until Collegiate Cash Champion receives all money due for the books sold by the group and funds clear. Once funds are verified by Collegiate Cash Champion's bank as cleared, Collegiate Cash Champion will ship with the amount of books sold in the 30 day fundraiser via USPS Media Mail or equivalent to the school shipping address for the school/group/organization to distribute. Collegiate Cash Champion anticipates the books arriving around or near the end of the month following the end of the fundraiser, assuming Client has fulfilled all document and/or payment requirements. After the group receives the books, the group and school are responsible to protect the books and group members must deliver the books to each of the individuals and business that purchased a book or books within 15 days of receiving the books.
- 2) Your group/organization may wish to purchase the books upfront, then sell them and deliver them to the donors immediately. The group may elect to do this and purchase the books at the same rates:
  - If a group buys 1-29 books, they will receive a 20% discount off the \$19.95 price.

- If a group buys 30-59 books, they will receive a 40% discount off the \$19.95 price.
- If a group buys 60+ books, they will receive a 50% discount off the \$19.95 price.

Collegiate Cash Champion will still pay for Media Mail shipping if 10 or more books are purchased. It is anticipated that under most circumstances, books will arrive within 30 days, and the group may immediately begin selling the books upon receipt.

**Places Participants May Sell Books:** Groups and group members MAY, and are encouraged to, sell books at the following:

- school/club/group websites owned by the school,
- official social media pages and groups owned and managed by the participant's school or participating group,
- local businesses,
- school/group events,
- door-to-door in the group member's community,
- parking lots of businesses that offer permission,
- local community yard sales,
- churches who offer permission,
- on school campuses

Groups may also participate in crowd funding sites like Indiegogo provided that the participating group only offer the book as a prize at a high enough contribution amount to pay the full retail price, the site fee, and any respective taxes or fees (generally, this is recommended to be a minimum of 1.5 cost multiple of the full retail book price for a contribution).

Group members are encouraged to use their social media page(s) to inform their community about the 30 day fundraiser. Participant group members must obey all laws and be courteous of all individuals and businesses that they solicit donations.

**Places Participants May NOT Sell Books:** Groups and group members MAY NOT for any reason sell books to any of the following:

- in or to bookstores,
- in or to college bookstores/campus bookstores, and/or
- to or through third-party online retailers (including, but not limited to: Amazon.com, ebay.com, half.com, abebooks.com, barnesandnoble.com, Walmart.com, chegg.com, craigslist.com, ksl.com, or other physical or online places common to sell books) as this would violate the agreement the author and/or publisher have with distributions rights.

As liquidated damages for any sale(s) made in these prohibited venues, the proceeds from said sales will be paid 100% to the publisher (Rosebud Publications) at the manufacturer's suggested retail price of \$19.95 each book plus reimbursement for the coupon cards, without any amount going to the group. If Collegiate Cash Champion later discovers/uncovered that books have been sold in prohibited venues, the organization and school agree to pay the difference of the manufacturer's suggested retail price of \$19.95

and the 80-60-20% cost previously paid to Collegiate Cash Champion as liquidated damages for violating this prohibition.

**Product Availability:** Although very rare, occasionally books may become temporarily unavailable due to printing and/or production delays. In the event this should occur during your fundraising event, you and/or your customer(s) shall receive the books within 6 weeks from day of order and your check is received and funds available to Collegiate Cash Champion.

**Tax Exempt Groups** (as of Dec. 31, 2014, does not apply to NH, OR, DE, MT, AK): Your State Tax exemption document must be submitted in advance of your order being placed and to set up online/social media fundraising (if selected). All organizations should refer to the "Tax Exemption" page on our website to verify your state's requirements. Texas Organizations must fax the Texas Sales and Use Tax Exemption Certificate. Utah Organizations: Will You Submit a Sales Tax Exemption Form TC-721? \_\_\_\_\_ (If Yes, please attach).

**Non-Tax-Exempt Groups:** State and local tax is determined upon your shipping address. Tax is applied only to the purchase price paid to Collegiate Cash Champion, not your profit. Tax exempt online orders are only applicable in the state in which the exemption is issued.

**Brochure Fee:** Rarely is a brochure fee required. Brochures are provided complimentary with a minimum number of items sold. A minimum average of just 1 item equaling the total number of brochures requested is required to receive free brochures. A fee of 25 cents per brochure will be charged only for the shortage if the minimum is not met. Brochure fees are only applied when hundreds of brochures are requested and a minimal number of items are sold.

**Payments:** By signing below, Client agrees to accept full responsibility for all items ordered and agrees to current posted pricing tiers. Pricing tiers are calculated per order and are not cumulative. If any payment obligation under this Agreement is in default after order fulfillment date, Client promises to and shall pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process. Collegiate Cash Champion may exercise the option to send account to a third-party collection agency if principal balance remains unpaid for more than 60 days from due date. Collegiate Cash Champion gives every fundraising group time to sell their books before paying. There is no prepayment of any kind for nonprofit-organizations with approved credit. Customer checks are made payable to your organization or school. Acceptable forms of payment include: Money Order, Business or School Check, or Cashier's Check. Personal checks, temporary checks, checks with hand-written group/business names, and credit cards are not accepted. Payments by check/money orders must be paid in full prior to the order being placed. Returned checks will be charged \$35.00. Products are generally delivered within 30 business days from the date your payment/purchase order is received, and tax exempt document has been received and/or approved.

**Product Quality Verification Forms:** Replacements for missing or broken items will be shipped only when a fully completed "Product Quality Verification Form" is submitted within 7 days. Phone calls or emails alone WILL NOT be accepted. No exceptions. Client will be responsible for the accuracy of the total number of items sold and ordered.

**Cancellation:** Please do not cancel your fundraiser. A thirty (30) day written cancellation notice is required prior to the Client’s organization fundraiser’s Start Date. If cancellation notice is received after the thirty (30) day notification date, Client will be assessed a fifty dollar (\$50) cancellation fee. Brochures are shipped with no upfront fee with the expectation of the fundraiser being completed. Brochures are costly and should your fundraiser be cancelled for any reason Client agrees to pay 25 cents per brochure sent plus the shipping charges paid to ship your brochures.

**Conflicts.** In the event of any conflict between this Agreement and the information contained on the Collegiate Cash Champion website, the terms within the Collegiate Cash Champion website’s “Terms and Conditions of Fundraiser Agreement” shall control and supersede any conflict between this Agreement and information contained on the Collegiate Cash Champion website. The Collegiate Cash Champion website may also contain further clarification and details, that while not part of this agreement, offer further definition of intent. This Agreement may only be amended by an agreement in writing that is signed by both parties.

**Guaranty of Performance.** The undersigned Client organization sponsor hereby becomes surety for and irrevocably and unconditionally guarantees performance of all provisions of this Agreement, including prompt payment of all invoices due to Collegiate Cash Champion by the Client organization. Collegiate Cash Champion and Client hereby duly executed this Agreement on and effective as of the date written below.

This signed Sales Agreement MUST be returned to Collegiate Cash Champion prior to distributing your brochures.

As the mentor/advisor of this group, I have read, understand and agree with the terms and conditions listed above and on the Collegiate Cash Champion website, as incorporated herein, and have received approval from my organization (school principal, board members etc.) to sign on behalf of my organization. I unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by my organization to Collegiate Cash Champion and understand that pre-payment may be required prior to shipment if financial condition or other circumstances warrant. I agree to oversee the safety of each group member while on this fundraiser. I realize that my group members still need to follow all applicable local, state, and federal laws. I submit this application with the understanding that Collegiate Cash Champion and its associates will be held harmless for any liability while participating in this fundraiser. I will also ensure that my group keeps track of donors and ensures that they receive the materials which they ordered.

X\_\_\_\_\_ Date  
Advisor’s Signature

As the president/dean/principal of the college/department/school, I have read, understand and agree with the terms and conditions listed above and on the Collegiate Cash Champion website, as incorporated herein, and have received approval from my organization (school principal, board members etc.) to sign on behalf of my organization. I agree to issue a check to Collegiate Cash Champion for the corresponding amount of sales. I agree to assist the applying group with the acceptance and depositing of monies into their, or the school’s, financial account for the applying group’s (as identified at the top of this application) benefit. I unconditionally and personally, jointly and severally guarantee

payment of all monies due and owing by my organization to Collegiate Cash Champion and understand that pre-payment may be required prior to shipment if financial condition or other circumstances warrant.

X \_\_\_\_\_  
President's/Principal's/Dean's Signature                      Date

**SALES AND USE TAX EXEMPTION CERTIFICATION**

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Collegiate Cash Champion

Street address: 98 North Main Street, # 222 City, State, Zip: Clearfield, UT 84015

Description of items to be purchased or on the attached order or invoice:

**See invoice.**

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code, as applicable in or to my jurisdiction, including though not limited to: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The State Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that know, at the time of purchase, will be used in a manner other than expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a class C misdemeanor to a felony of the second degree.

Purchaser SIGN HERE	Title
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NOTE: THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

This certificate should be furnished to the supplier. Do not send the completed certificate to your State.