

## Mutual Performance Agreement

(Please complete this agreement in its entirety. If any lines are left blank, your agreement will be returned to you for completion)

**THIS AGREEMENT** made and entered into by and between MOS Fundraising Corp dba Easy Fundraising Cards™ hereinafter called "EFC" and \_\_\_\_\_, hereinafter called "Client".

**NOW THEREFORE** in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree, upon acceptance by EFC, as follows:

**EFC will:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>- Contact and gain 15-18 local merchants.</li> <li>- Add merchant logos to card back as available.</li> <li>- Design merchant layout for card back.</li> <li>- Print cards in photo quality CMYK color.</li> <li>- Ship the cards to client using ground shipping.</li> </ul> | <ul style="list-style-type: none"> <li>- Create a custom card front incorporating client logo.</li> <li>- Use primary colors on card front design.</li> <li>- Send a proof of card via email to client to proofread.</li> <li>- Use plastic quality &amp; specs similar to a credit card.</li> <li>- Donate 200 bonus cards for each 1000 purchased.</li> </ul> |
|--|---|

Client agrees to purchase \_\_\_\_\_ cards @ \$ \_\_\_\_\_ each for a total of \$ \_\_\_\_\_ (Do not include 200 bonus cards)

Card customization (Please email any images you would like to have considered in the design of the front of Client card.)

Date Client needs cards? \_\_\_\_/\_\_\_\_/\_\_\_\_ (Minimum of 4 weeks)

Name for card front? \_\_\_\_\_ Client color(s)? \_\_\_\_\_

- Yes  No - Do you have a "wish list" you will be emailing to EFC? ("Wish list" merchants cannot be guaranteed)
- Yes  No - Will a link be added to Client website pointing to EFC website? (EFC will include 5% extra cards for free)
- Yes  No - Do you want a free sales flier? (Created after proof process and sent via email as a word document)

**Central location for gaining merchants - Specific address including street number. (IE 123 Main St., Tampa, FL 33601)**

Central street address? \_\_\_\_\_  
**(The above address determines which merchants are contacted for your cards. If you are unsure please contact EFC.)**

Ship to: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Bill to: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
 Work phone: \_\_\_\_\_  
 Home phone: \_\_\_\_\_  
 Cell phone: \_\_\_\_\_

Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Website URL: \_\_\_\_\_

(Check the box next to the best number to reach you.)

Payment is due within 15 days of the actual delivery date of the cards. If payment is not made within 15 days, the 10% discount built into the pricing is removed. After 30 days, all outstanding balances will bear interest at the rate of 1.5% per month and sent to collection. The prevailing party in any collection, litigation, or arbitration relating to this agreement shall be entitled to recover reasonable attorney's fees from the other party.

Client agrees to proofread and notify EFC via e-mail of any errors or reply to proof request with print approval within 3 business days. EFC reserves the right to determine final merchants and card design. EFC will use its best efforts to obtain the cooperation of merchants. Client agrees that EFC cannot guarantee performance of merchants and shall not be responsible for any merchant's failure to honor the card. Client warrants that it owns or has written authorization from the owner of all art work and materials provided to EFC and authorizes EFC to use Client's logo on EFC websites. Client acknowledges that EFC may engage in fundraising activities with other Clients at the same time and with the same merchants, products and programs and that such activity does not constitute a breach of EFC's obligations under this Agreement.

This agreement is made in the State of Florida and shall be governed by Florida law. Charlotte County, Florida, shall be proper venue for any litigation involving this agreement. This agreement may not be assigned by either party without the prior written consent of the other party. Failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this contract is held unenforceable, then such provision will be modified to reflect original intent. All remaining provisions of this contract shall remain in full force and effect.

This agreement constitutes the entire agreement between EFC and Client and may not be amended or modified except in writing signed by both parties. All prior understandings and agreements between the parties are merged in this Agreement, which alone fully and completely expresses their understanding.

After acceptance of this agreement by EFC, Client cannot cancel the contract. Client agrees any breach in this agreement by Client will require Client to make accelerated payment in full. I represent and warrant that I am duly authorized and have the legal capacity to execute and deliver this agreement on behalf of client.

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_