

DIY 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:

- Add merchant logos to card back as available.
- Design merchant layout for card back.
- Print cards in photo quality CMYK color.
- Ship the cards to client using ground shipping.
- Create and email custom merchant flier to client
- Donate 10% extra cards to Client
- Create a custom card front incorporating client logo.
- Use primary colors on card front design.
- Send a proof of card via email to client to proofread.
- Use plastic quality & specs similar to a credit card.

Client agrees to purchase _____ cards @ \$_____ each for a total of \$_____
(Do not include 10% extra card donation, they will be added to your order automatically)

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 10 days after EFC receives all signed merchant fliers & logos)

Name for card front? _____ Client color(s)? _____

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)

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.

Once signed merchant fliers have been sent to 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. If for any reason it is discovered that I am not authorized as I have stated, then I will be personally liable for this contract.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____