

## Digital Praise Fundraising Campaign Application & Agreement

Thank you for signing up for a Digital Praise fundraising campaign. We enjoy working with groups across the country. Being a relationship based company, it's satisfying to share success with worthwhile organizations. Please complete this agreement and submit it to us, electronically or via fax.

ORGANIZATION NAME			GROUP NAME		
CHAIRPERSON			DAYTIME CONTACT PHONE		
BILLING ADDRESS			CHAIRPERSON HOME PHONE		
CITY	STATE	ZIP CODE			
SHIPPING ADDRESS (IF DIFFERENT)			SHIPPING CITY & ZIP (IF DIFFERENT)		
ORGANIZATION TELEPHONE NUMBER			NUMBER OF PARTICIPANTS IN YOUR GROUP		

### FINANCIAL RESPONSIBILITY & TAX STATUS

FINANCIAL RESPONSIBLE PARTY		HOME TELEPHONE NUMBER
PRESIDENTS NAME		HOME TELEPHONE NUMBER
TREASURERS NAME		HOME TELEPHONE NUMBER
Did you run a fundraising program with us last year?		If yes, which Digital Praise fundraising program did you use?
TAX IDENTIFICATION NUMBER ( ) EXEMPT ( ) NON- EXEMPT		If Not exempt, please complete & attach a W-9 form ( ) completed & attached
COPY OF TAX EXEMPT CERTIFICATE ATTACHED?		( ) Resale certificate attached
CAMPAIGN START DATE	CAMPAIGN END DATE	Program Chosen: <div style="text-align: right;">           Program A <input type="checkbox"/>      Program B <input type="checkbox"/> </div>

### Digital Praise Inc Fundraiser Agreement Terms & Conditions

Digital Praise Inc, a California corporation located at 40455 Encyclopedia Circle, Fremont, California 945385 ("DPI") and \_\_\_\_\_ a non-profit organization located at \_\_\_\_\_ in the city of \_\_\_\_\_, state of \_\_\_\_\_, zip or postal code of \_\_\_\_\_, and a non-profit tax id # of \_\_\_\_\_ ("Group"), hereby agrees to all the terms and conditions set forth in this agreement ("Agreement"). Please attach a copy of you non-profit identification document with this application.

**Authorized Parties:** The persons signing this Agreement states that they have the authority to enter into this agreement on behalf of the Group and that they are at least 18 years of age and that they are identified as the responsible party ("Authorized Parties").

**Financial Responsibility:** The Authorized Parties agree to accept all financial obligations, payment for orders placed and all commitments contained in this Agreement for the Group. Each of their signatures also represents their personal guarantee of payment should the Group fail to pay any or all of the amounts invoiced. DPI understands that in some instances a Group will be paying for the products, but the Authorized Party for the Group will provide a credit card number to secure orders. DPI will ship the requested program or reorder and then the Group will provide payment. Any charges to the Authorized Party's credit card will be credited back once payment from the Group is received. There is no charge to issue this credit. Each invoice is due net thirty (30) days from the date of any DPI invoice. Any unpaid Group invoice amount will be secured and charged to the Authorizing Party.

**General Campaign:** The Group agrees to complete their fundraising campaign within three (3) to five (5) weeks of the written start date. In order to present the DPI products and their licensed brands in the best way, the Group agrees to provide adequate preparation, presentation, timing, and promotion to help its members be successful in their fundraising efforts. The Group will choose between one of the two programs "Program" as set forth on the last page of this agreement entitled "Fundraising Programs".

**Ordering:** Once a Program is selected, this agreement and the completed application must be signed by the Responsible Parties. An account, user ID and password will be provided so that the Group can place subsequent orders on DPI's secure e-commerce site. Additionally, orders collected on DPI fundraising order forms can be submitted via phone, fax, USPS, express mail, or email. The preferred way is on the DPI website.

## Digital Praise Inc Fundraiser Agreement Terms & Conditions (cont.)

**Payment Terms:**

**Credit Card Processing:** The Responsible Parties hereby authorize DPI to processes the credit card provided to secure and or pay for orders placed under the terms set forth in this Agreement.

**Purchasing:** Upon receipt of a signed contract, Digital Praise will ship the program selected to the customer. The selected program can be pre-paid by credit card or check.

**Re-orders:**

There are three ways to pay for re-orders: a) Payment can be made online by credit card (Visa of MasterCard), b). Payment can be made by P.O. online or c). The Group may pay by check. Should the Group choose option (b) or (c), they can provide a Visa or Master Card number to secure the order and DPI will process and ship the order, however, DPI will not process the credit card for 10 business days. If at the end of ten (10) business days, and payment has not been received, the Responsible Parties authorize DPI to process the credit card for payment of the order. Should the check arrive after that point, the check will be deposited and once cleared; DPI shall reimburse that amount to the credit card charged. DPI shall not charge a processing fee should this occur.

**Returns:** At the end of the sales period, the Group may return any unsold product from the original sample case to DPI, as long as it is in excellent condition. Group should contact the DPI Fundraiser Sales Rep for a Return Merchandise Authorization (RMA) number. When the RMA number is received, Group may ship the product back to DPI. Upon receipt and verification of the condition of the product, DPI will issue a credit (via credit card or check depending on the payment method indicated by the Group.) All returns must be completed within 60-days of signing this Agreement.

**Non-Payment:** In the event that payment is not made whether in the form of an NSF check, or any other reason, the group agrees to allow DPI to collect monies in whatever measure is necessary. The Group furthermore agrees to a service fee of not less than \$55 and/or 6% of the check's face value, plus any collections fees involved. The Group also agrees to pay any and all fees associated in collecting non-payment amounts that include but are not limited to: Christian arbitration, attorney, court and processing.

**Shipping:** The Group is responsible for all shipping charges including all returns to DPI. All products, are shipped the most economical means via UPS ground and in a timely manner to facilitate your event. DPI typically ships any order within 24 hours or in many cases the same day. DPI is not held responsible for delays, late arrivals or damage due to the carrier. Since all fees are charged to the Group for payment, expedited shipping is available. If for some reason expedited shipping is needed, please indicate during the order processing and call to ensure the availability of the expedited shipping service requested.

**Damaged or Missing Goods:** Product damaged in shipping or missing product or any discrepancy in the order fulfillment, must be reported to the shipping carrier immediately and then faxed/emailed back to DPI within 3 working days of receipt of your order along with the original packing invoice. At the time of delivery of products and signing for the Bill of landing, if any cases/boxes are missing, the group must report and fax that immediately (24 hrs) to DPI. If not reported within that time frame, you may not receive fulfillment of your full order. The Group agrees to act within the time frames stated on this agreement so DPI can fulfill this agreement. If time frames are violated, the Group accepts full responsibility for consequences.

**Jurisdiction:** Should any legal issue arise, the laws of the State of California shall govern all matters relating to the validity, enforceability, interpretation and performance of this Agreement, both parties agree that the proper venue is in Alameda County, California, and that any or all proceedings with respect to this agreement are filed and heard exclusively with the courts of Alameda County.

**Signatures:**

\_\_\_\_\_  
GROUP: Signature

\_\_\_\_\_  
DPI: Signature

\_\_\_\_\_  
GROUP: Printed Name, Title, Date

\_\_\_\_\_  
DPI: Printed Name, Title, Date

\_\_\_\_\_  
Visa/Master Card number

\_\_\_\_\_  
Expiration Date

Name as it appears on the card

Last 3 digits on back of card

## Digital Praise Inc Fundraiser Agreement Terms & Conditions (cont.)

### Fundraising Programs

Currently there are two options for your Group to participate in the Digital Praise Fundraiser Program:

**Program A:**      Accept       Decline

Deposit required: \$100.00

You will receive the following full retail games in this fundraiser program:

Quantity	Game Title
5	Adventures in Odyssey® and the Great Escape
5	Adventures in Odyssey® and the Sword of the Spirit
5	Adventures in Odyssey® and the Treasure of the Incas
5	Max Lucado Hermie & Friends - FLO: Return of the Water Beetles
5	Max Lucado Hermie & Friends - BUZBY: Breakin' all the Rules
5	Light Rangers: Mending the Maniac Madness
1	Dance Praise

These games are yours to sell. The \$100 deposit will be credited against your re-order. Unsold games can be returned if they are in saleable condition.

You will also receive a DVD with trailers of all the games, one empty package for each game to be used for display purposes, and a fundraiser kit with sample letters, order forms, etc.

**Program B:**      Accept       Decline

Fee: \$25.00

You will receive just the retail box (no actual game inside) in which to showcase the games in this fundraiser program:

Quantity	Game Title
1	Adventures in Odyssey® and the Great Escape
1	Adventures in Odyssey® and the Sword of the Spirit
1	Adventures in Odyssey® and the Treasure of the Incas
1	Max Lucado Hermie & Friends -FLO: Return of the Water Beetles
1	Max Lucado Hermie & Friends -BUZBY: Breakin' all the Rules
1	Light Rangers: Mending the Maniac Madness
1	Dance Praise

You will receive a DVD with trailers of all the games, one empty package for each game to be used for display purposes, and a fundraiser kit with sample letters, order forms, etc.