

KWIK CAR WASH FUNDRAISING CONTRACT

Distributor and Organization hereby agree to the following:

1. **Purpose.** The purpose of this Agreement is to set out the terms and conditions for the operation of a Car Wash Fund Raising Program ("Program") by the Organization with the assistance of the Kwik Car Wash (the "Distributor").
2. **Program.** The Program consists of the Distributor providing car wash coupons with a retail value of ten dollars and the Organization paying for said products from the funds derived through the Organization's active promotion and sales of the coupons to its members, participants, associated potentially interested parties in supporting the activities of the Organization.
3. **Obligations of the Distributor.** The Distributor shall have the obligation to do the following:
 1. Provide the coupons to conduct the Program;
 2. Provide the appropriate service to the purchaser of the coupon;
4. **Obligations of Organization.** The Organization shall have the obligation to do the following:
 1. Designate members and or employees of the Organization to coordinate and actively promote the Program;
 2. Order car wash coupons at least two weeks prior to the start date. A printing fee of \$50 will be incurred by your organization;
 3. Distribute coupons and all other necessary material to the participants and keep them informed as to the start date and ending date of the fundraiser;
 4. Provide the necessary facilities for storage of the product and personnel to handle distribution to the students or members;
 5. Sell car wash coupons, collecting money at time of sale;
 6. After 30 day duration (specified in Addendum A), pay Kwik Car Wash \$5 for each Gold Wash sold and return any unsold coupons; Lost or unsold car wash tickets that are not returned will be paid for by your Organization at full retail value (\$10).
 7. Comply with all state and federal laws applicable to the Program, including but not limited to any applicable state sales tax and use tax requirements;
 8. Advise any other distributor that contacts the Organization, while this Agreement is in effect, that it has already entered into an Agreement with the Distributor for the term covered in the Sign Up Application area of this agreement
 9. Conduct the Program in a safe manner.
5. **Term.** This Agreement shall be in effect for the dates stated in Addendum A ;
6. **Entire Agreement.** This agreement contains all of the covenants between the Distributor and the Organization and no agent or representative of the Distributor or the Organization has authority to modify, and or, or change any of the terms or conditions of this Agreement. The Organization agrees that no oral or written statements, promises, representations or guarantees by the Distributor, other than those contained in this Agreement, have been made to the Organization.
7. **Binding Agreement.** Upon execution by the authorized representative of Distributor and Organization, this Agreement shall be binding upon all administrators, successors and assigns of both Distributor and Organization. In the event this Agreement is cancelled less than 60 days prior to the start date a fee equal to the full cost of the printing costs will be assessed to the Organization and or the Sponsor of this Agreement.
8. **Status of Parties.** The Distributor and the Organization are each independent entities. Neither the Distributor nor the Organization are acting as an agent for the other, or are the members or students of the Organization acting as agents for the Distributor.
9. **Execution of the Agreement.** The parties of this Agreement hereby duly executed this Agreement on and effective as of the date written above.

Addendum A

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Sponsor Name: _____ Alternate Contact: _____

Title of Sponsor: _____

Day Phone: _____ Evening Phone: _____

E-Mail: _____

Tax ID Number: _____

Number of Participants: _____

Number of Coupons Requested (between 250 and 1,000): _____

Start date of drive: Month _____ Day _____ Year _____

End date of drive: Month _____ Day _____ Year _____



16941 Lincoln Ave. Parker, CO 80134



303.841.6606