

## Individual Reseller Agreement

This Fundraising Agreement ("Agreement") is between Corporate Elements, LLC, located at 1216 SW 117<sup>th</sup> Street, Oklahoma City, OK 73170 (Publisher), and

\_\_\_\_\_, located at \_\_\_\_\_ (Individual Seller).

Individual Seller is/is not a non-profit entity.

1. Individual Seller desires to conduct sales as an active sales representative starting on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_, by selling copies of *DoodlyCouch Drawing Therapy Journals* (individual titles listed on Appendix A, attached).
2. Individual Seller agrees to publicize the products among its customers through letters, flyers, door-to-door sales, etc. All forms of advertisement in which Publisher's name or *DoodlyCouch Drawing Therapy Journals* title or artwork is to be associated other than those listed in this Agreement must first be approved by Publisher. If Individual Seller wishes to utilize Publisher's name, logo, *DoodlyCouch Drawing Therapy Journals*, and/or artwork on any materials or products, Individual Seller must obtain prior written permission from Publisher. Individual Seller acknowledges and agrees that Corporate Elements, its logo, *DoodlyCouch Drawing Therapy Journals*, and/or artwork are the property of Publisher and Individual Seller shall have no rights in such property.
3. Publisher will supply Individual Seller with an initial supply of order forms, promotional materials and sample books necessary to conduct its sales.
4. Orders will be placed by Individual Seller on the Master Fundraising Order Form. Payment must accompany all orders. No books will be shipped until payment is received.
5. Unless Individual Seller holds tax-exempt status, Individual Seller is responsible for collecting all applicable sales taxes from each customer ordering a book via a Fundraising Order Form.
6. Publisher will ship books to Individual Seller's customers directly within 10 business days of receipt of Individual Seller's order on the Master Fundraising Order Form and payments. Individual Seller will be responsible for shipping and handling costs for its book orders at the rate of \$1.00 per book.
7. Individual Seller acknowledges and agrees that it will only receive a profit on books ordered during its active sales status (scheduled dates in this Agreement). Pricing is based on current retail price; Individual Seller earns 25% of retail price, minus the cost of shipping calculated at \$1.00 per book sold. Individual Seller shall be eligible for the following bonus based on number of book sold: *\$250 per 1000 books sold, pro-rated based on actual number of books sold*. Bonus check is sent to the Individual Seller upon receipt of paid order.

8. Individual Sellers must collect money payable to Corporate Elements and submit those payments with customer orders; profit payment will then be disbursed back to the Individual Seller, and orders will be shipped directly to customers.

9. This Agreement may be canceled by either party within thirty days of the date of this Agreement by written notice to the other party.

10. The laws of the State of Oklahoma shall govern this Agreement.

11. The Publisher and Individual Seller are each independent entities. Neither Publisher nor Individual Seller are acting as an agent for the other, or are the participants of the Individual Seller acting as agents for Publisher.

12. Individual Seller understands and agrees to all terms and conditions listed above.

13. By signing this Agreement, Individual Seller's representative warrants that he/she has the necessary authority to enter into this Agreement on behalf of the Individual Seller. The signor of this Agreement must be at least 18 years of age and legally qualified to enter into a legal Agreement.

14. The parties agree that this Agreement represents the entire understanding of the parties and that no oral or written statements, promises, representations or guarantees by the Publisher, other than those contained in this Agreement, have been made to the Individual Seller.

15. This Agreement shall become effective upon the last date signed by the parties.

Signed:

For: Publisher

X \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

For: Individual Seller

X \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Tax-exempt ID#: \_\_\_\_\_