



DISTRICT SCHOOL BOARD OF PASCO COUNTY
FUNDRAISER AGREEMENT

Contract # _____

This agreement is entered between (hereinafter referred to as the “Company”) _____, located at (Company Address) _____ and (hereinafter referred to as the “School”), _____ (School Address) on _____ (date).

Fundraiser Information and General Terms

- Fund-raiser start date: _____ to _____ (end date)
- Type of fundraiser (i.e., magazine, t-shirt, etc.): _____
- The school will request checks be made payable to the Company.
- The School will receive _____% of the total sales made by the School on behalf of the Company through the fundraiser. The percentage of revenue to the School will be made payable to the School.
- The Receipt of Distribution for received merchandise will include a statement of all merchandise sold during the agreement period and the amount of the sales.
- Payment may not be paid before services are rendered. Payment in full may be paid to the Company immediately following the receipt of product(s).
- **Cash and caffeinated products cannot be offered as a prize to students. Any cash/check payments must be made payable to the school named in this Agreement.**
- Pricing for the merchandise is determined by the company, and as such, the School does not make any guarantee whatsoever of the dollar amount of sales through the fundraiser.
- If merchandise is returned by the customer for whatever reason, the account will be credited for the returned merchandise and the credited amount will not be included in the total order revenue when calculating the percentage share for the School.
- Either party may cancel this agreement with a 30 day written notice to the other party.
- **The sale of food items is not permitted on school grounds from midnight to thirty (30) minutes after the last bell.**
- **Indemnification:** As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Company hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the Company and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
- The laws of the State of Florida govern this contract and venue for this contract will be the appropriate court of Pasco County, Florida.

EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

A. By signing this document you are attesting to the fact that your employees working on District property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the company, contractor, or subcontractor. If Level 2 background and fingerprinting needs to be conducted, please contact Pasco County School Board, Office for Human Resources and Educator Quality at (813) 794-2521.

B. The following individual(s) are the ONLY individual(s) permitted on District property.

Name & Date fingerprinted

Name & Date fingerprinted

Name & Date fingerprinted

Signed:

Company Authorized Signature Date

Principal's/Director's Signature Date

Purchasing Agent Signature Date

Purchasing Use Only:

NE _____ W-9 _____ CB _____ Ins _____

EPLS _____ FL DB _____ SunBiz _____