

# Moody Associates

## *Take-Order Project Reservation*

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Client Organization	Invoice Address	Invoice City, State, Zip	Organization Phone _____ Fax # _____ e-mail _____
Client Sponsor	Client Sponsor Phone Home: _____ Work: _____ E-mail _____	Shipping Address	Shipping City, State, Zip
Program Type ____prepay ____cash/carry ____postpay	Delivery arrangements	Approximate delivery date requested (not guaranteed)	Start Date (sale begins)
Terms net: _____ days ----- ____Net Profit ____Gross Profit	Taxable? Form on file?	Organization treasurer / phone	End date _____ Send in _____ (delay here delays delivery)
No delivery these dates	Principal: _____ Secretary: _____ Secretary: _____ office hours	Purchase order required? _____ P.O.# _____	Group Enrollment _____ Number classes/teams _____ Grade Levels _____
Alternate Contact & Phone	Brochure 1	Brochure 2	Kickoff Times
Packaging	Profit % of retail to client organization _____ ____ listed with brochures	Brochure 3	Organizational Meeting

**Notes:**

This form constitutes a purchase order for products purchased by client organization from consultant and/or consultant's suppliers to be resold by project participants on behalf of client organization. Project participants are not acting as agents of the consultant or any manufacturer or supplier. Subject to agreements, terms and conditions on front and back of this form. Client sponsor certifies authority to complete this form on behalf of client organization and acknowledges receipt of a copy of this form. This agreement shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia.

Consultant \_\_\_\_\_ Date \_\_\_\_\_ Client Sponsor \_\_\_\_\_ Date \_\_\_\_\_

***In order to ensure a successful fundraising campaign, we mutually agree to the following:***

***Moody Associates will:***

1. Provide professional assistance with the campaign. Instruction Manual and consulting services may be included. On internet accounts, consulting will be by telephone or e-mail.
2. Supply necessary campaign materials (Brochures, cover letter, order forms, prizes flyer, etc.) Unless gross profit program has been elected, in which case materials and services will be invoiced to the organization.
3. Provide prepack (if desired) and computer printouts needed to manage the project. Restrictions may apply.
4. Provide a kickoff assembly (if desired), reserving date and time shown on front for the presentation. On internet accounts, travel charges will apply, or a video kickoff may be substituted. Restrictions may apply.
5. Arrange for the timely purchase/reservation/shipping of materials, products, warehouse time & services, and support activities by the consultant and/or supply/warehousing companies providing such.
6. Serve as liaison between the organization and any manufacturers, shippers, pick/pack services, or carriers providing product, service or shipping; consultant, however, is not an agent of said outside suppliers.
7. Arrange for the prompt replacement of items received damaged and for prompt correction of misshipments. (Certain documentation may be required and restrictions may apply.)
8. Provide the services on the "standard services list for take-order sales" in effect at date of sale.

*Above listed services will be free of charge, provided client organization pays invoices by the due date. Otherwise, such services and materials may be invoiced to the client organization. Certain product lines have separate service lists.*

***The client organization and/or client sponsor will:***

1. Follow procedures, policies, and terms (detailed in the instruction manual and on invoices), adhering to deadlines.
2. Contact the consultant promptly as needed for assistance and further information throughout the project.
3. Arrange for a suitable and secure location to receive and hold product until distribution.
4. Assume responsibility for and payment for product once delivered. (Carrier is responsible for products while in carrier's possession, until signed for by representative of client organization.)
5. Pay invoices according to terms: Postcollect main order-Net 20 days; Precollect sales, check with order or net 10 from invoice date ; Reorders-Net 10 days; Internet orders-Visa/MasterCard, cashier's check, or money order with order; Client organization will pay for the merchandise with its own funds and will not transmit to consultant any checks received from customers. Deductions or discounts are subject to consultant's prior approval.
6. Pay any administration charges, and all reasonable costs, fees and expenses including reasonable attorneys fees needed to collect this account should it become delinquent.
7. Schedule only the fundraising campaign covered by this agreement with the client organization or exact same group of sellers during or within the three weeks preceding the project covered by this agreement.
8. Pay any appropriate state sales tax unless a current tax exempt form has been filed with consultant and/or suppliers as required by respective state laws in client organization's, consultant's, and supplier's states.
9. Promptly supply all information needed by consultant to fulfill the program in a timely fashion-enrollment, approval of parent letter, telephone and fax numbers, class counts, tax-exempt forms, etc.

***General Terms and Conditions.***

1. This form constitutes an order for products to be purchased by client organization for resale by project participants under the client organization's own name and for the client organization's benefit.
2. Client organization and client sponsor assume sole responsibility for accuracy of orders submitted.
3. If this project is canceled for any reason, the client organization agrees to pay for any supplies and materials purchased by consultant for this project that are not reusable on consultant's other projects, and pay for any labor that has been expended and/or costs incurred by consultant and/or his associates on behalf of the client organization. Project may be canceled in writing within 3 days of signing without incurring costs.
4. Shipping and delivery schedules are controlled by the respective warehouses and carriers.
5. Any product guarantees are provided solely by manufacturers, suppliers, distributors, or warehouses providing products. Consultant has no responsibility in product liability claims. Any backorders, out-of-stock, etc., are sole responsibility of manufacturer, warehouse, or supplier providing products to consultant.
6. Consultant's responsibilities under this agreement shall be null and void in the event of the death or disability of the consultant, natural disaster, war, or acts of God.
7. Unsold products may be returned for credit up to the due date on the invoice on post-collect sales, at the discretion of the consultant. Amount credited will be the "wholesale price" as invoiced. To be accepted for credit, items must be in saleable condition with no markings or "shop wear". Refrigerated/Frozen items are not returnable. No returns on precollect programs. Add-on orders may not be returned. Other restrictions may apply.
8. Awarding of any prizes, bonuses, or promotions may be subject to payment of invoices by the due date.
9. Freight costs may be added to invoices, but may be waived if invoice is paid by the due date.
10. There may be a charge for unused brochures and money envelopes on precollect programs with no prizes when less than 40% of enrollment return orders. A fast-pay discount may be given to offset this charge.
11. Terms of sale are stated on invoices, and invoice terms take precedence over terms on this document.