



The following Joint Fundraising Agreement outlines the terms and conditions under which your organization aka The Affiliate organization(s) can be accepted into the Resource Initiative for Safe Kids (RISKids.org) / Catfish Blues Rolling Cafe Fundraising program. As a part of this program, The affiliate organization (you) agree to provide promotional support, produce accurate orders, and help with delivery and processing of orders in return for percentage (%) of compensation (i.e commission) of sales to the public on behalf of your (affiliates) cause.

1. Effective Date: This agreement becomes effective on signing by authorized representatives of each organization.

2. Evaluation Criteria: We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your organization is unsuitable for this program. Unsuitability criteria include those organizations that:

1. Are not mission based, youth connected or 501c non-profit organization.
2. Promote violence or illegal activities
3. Are libelous, disparaging, defamatory, sexually explicit, obscene, harmful, or harassing
4. Promote discrimination based on age, disability, nationality, race, religion or sex.
5. Incorporate materials that infringe upon copyright, trademark or other intellectual property rights

If we reject your application for any of the above, you are not allowed to reapply to the program at any time. You should also note that if we accept your application and the affiliate participant organization is thereafter determined (in our sole discretion) to be unsuitable for the program, we may terminate this Agreement. We reserve the right to deny membership in the program to any applicant.

3. Commission rates:

Upon becoming a affiliate participant in the Catfish Blues Fundraiser, each affiliate participant's commission will be calculated and paid as follows:

Affiliate participant will earn a commission based on Qualifying Revenues according to the following fee schedule which is established by RISKids.org.

"Qualifying Revenues" are revenues derived by "your organizations / individuals on our behalf according to the fundraiser order form (attached) excluding costs for taxes, service charges, credit card processing fees, returns and bad debt.

The commission rate is:

Your organizations cut will include 60 % of Qualifying Revenues per order (indicated on the order form) minus overhead expenses which are paid first (this includes cost of food, resources to cook the food, travel, all local food sales taxes and other agreed upon infrastructure/amenities expenses). We take the remaining 40% for our labor. As well, up to (\$4.50) for delivery is authorized and can be included as income for the qualifying organization.

4. Payment Schedule: Affiliate participant accounts with a minimum of \$20 earned will have payments made as a check. The commission rates are subject to change at any time at our sole

discretion without notice. In order for you to generate a Commission, the affiliate representative must remit full payment to us and not cancel the order or return any product to us. We reserve the right to change or modify our return policies at any time without notice at our sole discretion.

5. Limited License

We will provide the affiliate participant organization with an official advertisement flyer and order forms. The affiliate participant organization has nonexclusive, limited, revocable right to distribute the official advertisement flyer and order forms for the purposes stated on the official advertisement flyer and order forms and to generate Big Breakfast, Louisiana Style Fish Fry, Louisiana Style Bar-B-Que, Brunswick Stew, Louisiana Style Gumbo, or Louisiana Style Chile sales. You may not modify official advertisement flyer and order forms. We reserve all rights pertaining to our icon, our trade name(s) and trademarks. We may revoke your license privilege at any time by giving you written notice or verbal notice.

6. Responsibility for The affiliate participant organization

The affiliate participant organization will be solely responsible for the accuracy of orders taken. RISKids.org assumes no responsibility for wrong orders taken by The affiliate participant organization representative. Procedures for correct filling out of orders are as follows:

1. Customers indicate their selections to the Affiliate participant or Adult Seller as **indicated on the order form.**
2. The Affiliate participant or Adult Seller records the quantity and multiplies this number by cost designated on the order form. Record the total amount in space provided for each selection. **Multiple orders can be recorded on a single order form.**
3. Record the number of each free drink in the flavor boxes under total collected (if applicable). Record the number of each additional as part of the total and collect the cost designated on the order form for each one.
4. Record who the order was made to and get them to initial the order as a check and balance for accuracy. Record the affiliate participant's name who sold the dinners.
5. Record the delivery to (if applicable) address and a contact phone number.
6. Record information and total in the receipt section of the form. Check math for accuracy, read the details of the receipt to customer and then sign receipt is sold by box. Tear receipt from form and return money and top to order form to Catfish Blues Representative. You are authorized to collect up to \$4.50 for delivery at the time the order is delivered.
7. On the day of the Big Breakfast, Louisiana Style Fish Fry, Louisiana Style Bar-B-Que, Brunswick Stew, Louisiana Style Gumbo, or Louisiana Style Chile; your organization will appoint 2 -3 volunteers who will assist in filling the orders. Another set of volunteers should be available to provide delivery. **Note: responsibility for collecting delivery money is the affiliate organizations/individuals solely.**

7. Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. ALL checks and cash related to this fundraiser are to be made payable to RISKids.org. Funds will be distributed by The Resource Initiative for Safe Kids (RISKids.org) at the end of the event.

8. Limitation of Liability

We are not liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or inaccurate orders.

9. Disclaimers

Acceptance of this agreement by both parties indicates your acceptance into the program by Resource Initiative for Safe Kids (RISKids.org) / Catfish Blues Rolling Cafe Fundraising and your commitment to execute the fundraising elements outlined in this agreement.

10. Terms and Conditions

The term of this Agreement will take effect upon our acceptance of your Affiliate application and will end at the pick-up date only designation. **You may terminate participation in this Agreement only after returning all unused tickets and monies collected.** We may choose to terminate this Agreement if we determine that you or the affiliate participant organization has breached any conditions of this Agreement. You are only eligible to earn commissions on fundraising orders obtained during the term of the Agreement. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. ANY UNUSED TICKETS MUST BE RETURNED TO Resource Initiative for Safe Kids (RISKids.org) / Catfish Blues Rolling Cafe Fundraising FAILURE TO DO SO WILL INDICATE A BREACH AND YOU YOUR ORGANIZATION AGREES TO BEAR ALL

REASONABLE ATTORNEY FEES TO COLLECT IF NECESSARY. Upon one-week's notice, Resource Initiative for Safe Kids (RISKids.org) / Catfish Blues Rolling Cafe Fundraising Corporation may change, suspend or discontinue any aspect of this Agreement or the Service, including the availability of any Service feature or other content. We also reserve the right to modify any portion of this Agreement. **As such, any additional considerations or additions to this agreement shall be in writing, signed by both parties and attached to this Joint Fundraising Agreement.** IF ANY PORTION OF THIS AGREEMENT OR ANY FUTURE MODIFICATIONS TO THIS AGREEMENT ARE UNACCEPTABLE TO THE AFFILIATE, OR CAUSE THE AFFILIATE TO NO LONGER BE IN COMPLIANCE WITH THE AFFILIATE AGREEMENT, THE AFFILIATE OR RESOURCE INITIATIVE FOR SAFE KIDS (RISKIDS.ORG) / CATFISH BLUES ROLLING CAFE FUNDRAISING CORP. MAY CANCEL THE AGREEMENT. AN AFFILIATE'S CONTINUED USE OF THE SERVICE CONSTITUTES A BINDING ACCEPTANCE BY THE AFFILIATE.

11. Prevailing Law: This agreement is governed by the laws of the State of Virginia.

Contact Information: Resource Initiative for Safe Kids (RISKids.org) / Catfish Blues Rolling Cafe Affiliate Program, P.O. Box 154 Wilsons, Virginia 23894 - (804) 265 3871

Note: By Signing below the affiliate organization representative agrees to abide by the rules for the Catfish Blues Fundraiser and agree to either turn in unused tickets or pay for lost or misplaced ones. All menus that agreed upon are final. Your signature also indicates that the affiliate organization has received a copy of the Joint Fundraising Agreement.

First/Last Name (Print)	Signature	Phone #	Address

Catfish Blues agrees to provide product of the highest quality and to the best of our ability, as indicated. We will upon request arrange for tastings of our offerings. . We commit to being in compliance with all local, state and federal laws. We will have for inspection all necessary permits and licenses to operate this fundraiser. We will provide the affiliate organization with a report/ receipt of all fundraising revenues and related expenditures.

First/Last Name (Print)	Signature	Phone #	Address
Anthony D. Jones		804 265 3871	P.O. Box 154 Wilsons, VA 23894