

Book Fundraiser Agreement

This Fundraising Agreement ("Agreement") is between Africana Homestead Legacy Publishers Inc., located at 811 Church Road, Suite 105, Cherry Hill, New Jersey 08002 ("Publisher"), and My Organization, for Community Service, located at 01110 Any Street, Any town, NJ 08002 ("Organization"). Organization ~~is~~ is not a non-profit organization.

1. Organization desires to conduct a fundraising event starting on February 1, 2010 and ending on March 31, 2010 by selling copies of *Under African Skies*, a children's picture book published under Publisher's imprint Nefu Books.
2. Organization will tell its membership about the *Under African Skies* book fundraiser. Organization will explain to its membership about accepting orders on the Standard Fundraising Order Form and about collecting payments for book orders.
3. Organization agrees to publicize the fundraising event among its membership, students, parents, friends and community organizations through announcements in organization newsletters, letters to members or parents, special promotion in teacher-parent events, flyers, etc. All other forms of advertisement in which Publisher's name or *Under African Skies* title or artwork is to be associated other than those listed in this Agreement must first be approved by Publisher. If Organization wishes to utilize Publisher's name, logo, *Under African Skies*, and/or artwork on any materials or products, Organization must obtain prior written permission from Publisher. Organization acknowledges and agrees that Africana Homestead Legacy Publishers Inc., its logo and imprint logos, *Under African Skies*, and/or artwork are the property of Publisher and Organization shall have no rights in such property.
4. Publisher will supply Organization with all order forms, promotional materials and sample books necessary to conduct its fundraising event.
5. Final orders will be placed by Organization on the Master Fundraising Order Form. Payment must accompany all orders. No books will be shipped until payment is received.
6. Organization has been assigned the following Promotional Source Code: BEP10001. The Promotional Source Code must be used at the time the Organization places its book order.
7. Organization is responsible for collecting all applicable sales taxes from each customer ordering a book via a Standard Fundraising Order Form.
8. Publisher will ship books to Organization within five (5) business days of receipt of Organization's order on the Master Fundraising Order Form. Organization will be responsible for shipping and handling costs for its book orders.
9. Organization acknowledges and agrees that it will receive a discount on books ordered if at least one (1) book is ordered during its fundraising event. Pricing for books will be based on the total number of books sold by Organization and ordered on the Master Fundraising Order Form. Organization shall be eligible for the following discount:

<i>Quantity of Books Sold</i>	<i>Price to Your Customers</i>	<i>Your Price Per Book</i>	<i>Organization Profit</i>
1-79 copies	\$14.00	\$8.40	40.00%
80-199 copies	\$14.00	\$8.14	42.00%
200-299 copies	\$14.00	\$7.84	44.00%
300-399	\$14.00	\$7.28	46.00%
400 and more	\$14.00	\$7.00	50.00%

Organization will receive free shipping on orders of two hundred (200) books or more.

10. Publisher will accept return of books in saleable condition between 90 and 365 days of the date of invoice, provided Organization calls and obtains a return merchandise authorization (RMA) number. Organization must return books to the specified address in the RMA.

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

12. Organization shall follow Publisher's Fundraising Guidelines during its fundraising event.

13. Venue for this contract will be Camden County, New Jersey. The laws of the State of New Jersey shall govern this Agreement.

14. The Publisher and Organization are each independent entities. Neither Publisher nor Organization are acting as an agent for the other, or are the members or students of the Organization acting as agents for Publisher.

15. Organization understands and agrees to all terms and conditions listed above.

16. By signing this Agreement, Organization's representative warrants that he/she has the necessary authority to enter into this Agreement on behalf of Organization.

17. 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 Organization.

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

Signed:

For: Publisher

x  _____

Name: _____

Title: President COO

For: Organization

x  _____

Name: Officer's Name

Title: President or Treasurer

Tax-exempt ID#: 2000NNNN