



FUNDRAISER DATA SHEET/ TERMS & CONDITIONS

First Name _____

Last Name _____

Phone _____ Alt Phone _____

Email _____

Organization/
School _____

of people
selling for this
fundraiser _____

Tax Exempt
ID number _____

Start Date: _____

End Date: _____

Terms and Conditions:

1. We offer fundraising for which a third-party organization may raise money through the sale of Big Country Kettle Corn Company, LLC. Products. We reserve the right to discontinue the services at any time.
2. We do not guarantee that an Organizer will obtain a certain amount of donations or any donations at all. We disclaim any liability or responsibility for the outcome or success of any fundraiser.
3. We take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that an Organizer is not raising or using the funds for their stated purpose, please alert a Big Country Kettle Corn Company team member of this potential issue and we will investigate.
4. We reserve the right to refuse, condition, or suspend any donations or other transactions that we believe may violate these Terms and Conditions or harm the interests of our customers, the public, or Big Country Kettle Corn Company.



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5. If you are a Buyer/ Organizer, you agree to pay in full the prices (and all applicable taxes and any applicable shipping and handling costs) for any product purchases concurrent with your order.
6. The Payout is currently calculated as 50% of the purchased products' item price.
7. If an Organizer disputes/ disagrees with any payment of a Payout, including, without limitation, if an Organizer claims that a payment was owed but not paid or that a Payout was not paid in full, the Organizer must notify us of the dispute in writing within six (3) months of when the payment was made. The written dispute must include identifying information of the Organizer, fundraiser, payment amount, payment due date, and an explanation of any alleged discrepancies. If the written dispute is not timely provided, the dispute is deemed null and void and the Organizer waives any right to collect the alleged underpaid amount.
8. If any charge-backs, returns, Buyer-side payment cancellations, disputed credit card / debit card charges, voided transactions, insufficient funds/bank-refusals to pay, or similar situations arise, these issues will lay solely on the Organizer. If Big Country Kettle Corn Company is not fully compensated for our products or services ("Buyer Non-Payment"), we reserve the right to treat such transaction as void and deduct any uncollected amounts from the Organizer's sales.
9. All order cancellations must be made by the Organizer within forty-eight (48) hours of making the purchase. If your product arrived damaged or contaminated in any way, please contact us at BIGCOUNTRYKETTLECORN@yahoo.com. All damaged goods or product quality claims must be made within seven (7) days of delivery, otherwise we shall have no obligations to refund purchase price or replace product. We do not issue refunds and we do not accept returns.
10. By using the Services and by providing personal contact information to us, you (whether a Buyer, Organizer or otherwise) consent to and authorize us to contact you and to communicate with you via e-mail, physical mail, text messaging, phone calls and other means.
11. You agree that any information you provide will be truthful, accurate and complete.
12. In the event of equipment malfunctions, updates, maintenance and repairs and causes beyond our control or those that are not reasonably foreseeable, Big Country Kettle Corn Company may take a more days to provide the purchased product.
13. You agree to indemnify and hold the Big Country Kettle Corn Company Parties harmless from any loss, liability, claim or demand, including reasonable attorneys' fees and costs, due to or arising out of your breach of these Terms and Conditions; your violation of any third-party rights; and your illegal conduct.
14. You agree that these Terms and Conditions constitute the entire agreement between you and Big Country Kettle Corn Company with respect to your use of our Services. You agree that these Terms and Conditions supersede any other agreements between you and Big Country Kettle Corn Company with respect to your use of the Services.

Signature: _____

Date: _____



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