

## Purchase Agreement

This agreement is made between Midpoint Enterprises Inc., the distributor of fundraising products (the "Distributor"), and \_\_\_\_\_, the buyer of fundraising products (the "Buyer").  
*Organization's Name*

Buyer agrees that all products purchased will be resold as part of a not-for-profit fundraiser to be conducted on the dates indicated below. Buyer is solely responsible for the collection and payment of all state and local sales taxes where applicable and agrees to defend, indemnify and hold distributor and its officers harmless for any claim or allegation concerning sales taxes. Buyer agrees to provide distributor all required tax exemption documents where applicable.

Distributor agrees to provide sales brochures, tally sheets, and final order forms in PDF format. The buyer is permitted to make as many copies of this material as needed.

Buyer agrees to make payment in full for all products ordered, prior to the shipment of any products. All sales are final.

Either party may terminate this agreement at any time by providing written notice. The buyer shall make written notice to the distributor at P.O. Box 997 - Hudson, OH 44236. The distributor shall make written notice to the buyer at the Ship to Address shown below.

**DISTRIBUTOR IS A DISTRIBUTOR OF THE PRODUCTS BEING PROVIDED UNDER THIS AGREEMENT. THEREFORE DISTRIBUTOR MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR IMPLIED WARRANTY OF MERCHANTABILITY.** Buyer expressly agrees that any claim for damages for breach of this contract or any matter relating to or arising out of this Agreement or the fundraiser, including compensatory, punitive, exemplary, consequential and all other types of damages, will be limited to the price paid by buyer to distributor pursuant to the terms of this purchase agreement. The parties agree that this Agreement should be determined under Ohio law and further agree to the jurisdiction of Cuyahoga Falls Municipal Court, the Common Pleas Court of Summit County, Ohio and/or the Northern District of Ohio, Eastern Division (Akron).

All terms and conditions noted in the enclosed "Frequently Asked Questions" brochure are incorporated herein by reference. This Agreement supersedes all prior agreements and understandings amongst the parties and may not be changed or modified without a writing signed by all parties. This Agreement shall not become binding unless and until executed by Midpoint Enterprises, Inc.

Anticipated Start Date: \_\_\_\_\_ Anticipated End Date: \_\_\_\_\_ Approx. # of Participants: \_\_\_\_\_

Primary Contact's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Ship to Address: \_\_\_\_\_  
\_\_\_\_\_

Agreed to by: \_\_\_\_\_  
(sign here)

Agreed to by: MIDPOINT ENTERPRISES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Fax agreements to: 1-877-468-5773 or mail to: Midpoint Enterprises - P.O. Box 997 - Hudson OH, 44236.**