



THIS MULLIGAN® BRAND CONSIGNMENT AGREEMENT is entered into the

_____ day of _____, 20____, ("Effective Date") by

_____ ("Nonprofit"),

and Good-Heart Charity Brands ("Good-Heart") a Washington nonprofit corporation and administrator of the Mulligan® brand and Do-Over® brand of tax-deductible receipts.

a Washington nonprofit corporation
mail@good-heart.org
Kathy Kramer • Donovan Jones
509-499-7757 • 323-397-2422

1. Nature and Scope: Good-Heart and Nonprofit are legally able and freely wish to enter into this Agreement whereby Nonprofit accepts and distributes consigned Mulligan® brand tax receipts as stated herein under the terms hereof at a charitable fundraising event of which Nonprofit is the sole beneficiary, and Nonprofit is in good standing per IRS regulations and is one of the following: 501(c)3 charity; qualifying tax exempt 501(c)10 or 501(c)19; 501(c)4 firehouse; service or fraternal organization benevolent fund; church; or government agency. It is understood that Mulligan® brand tax receipts are cash equivalents and must be accounted for to regulatory authorities by Good-Heart Charity Brands.

2. Consignment of Mulligan® brand tax receipts: Good-Heart shall deliver to Nonprofit at the Nonprofit's address of record ordered quantities of Mulligan® brand tax receipts, as identified on the Mulligan® brand Order Form, a copy of which is attached, and Nonprofit shall accept Mulligan® brand tax receipts on consignment according to the conditions of this Consignment Agreement.

3. Shipping: Nonprofit will pay \$8.50 for the cost of shipping Mulligan® brand tax receipts to the Nonprofit.

4. Title to Mulligan® brand tax receipts: Nonprofit shall receive, hold and exercise extreme care for the Mulligan® brand tax receipts (a cash equivalent), which shall remain the solitary and elite property of Good-Heart. Any costs linked with the care of the Mulligan® brand tax receipts, while in the possession of the Nonprofit, shall be borne by the Nonprofit. All lawful and reasonable right, title and interest ("Title") to the Mulligan® brand tax receipts shall remain with Good-Heart until some or all Mulligan® brand tax receipts are used by the Nonprofit at its fundraising event, at which time Title shall immediately pass to the Nonprofit and on to the contributor, respectively.

5. Payment for used Mulligan® brand tax receipts: Nonprofit shall pay to Good-Heart the prices specified in the Mulligan® brand Order Form, a copy of which is attached, for each used Mulligan® brand tax receipt. Total amounts due to Good-Heart shall be tendered within 7 calendar days of the end of the Nonprofit's fundraising event.

6. Costs to Return Mulligan® brand tax receipts: Nonprofit shall pay to Good-Heart the amounts of \$.10 for the customized printing of each unused and returned Mulligan® brand tax receipt and \$.25 for the record keeping, reporting and destruction of each unused and returned Mulligan® brand tax receipt.

7. Return Shipping: Nonprofit will pay for the return shipping cost of any unused Mulligan® brand tax receipts. Shipping must occur in a manner that proves delivery with insurance sufficient to cover the potential loss of all unused and returned Mulligan® brand tax receipts in the amount of \$.10 for the customized printing of each unused and returned Mulligan® brand tax receipt and \$.25 for the record keeping, reporting and destruction of each unused and returned Mulligan® brand tax receipt.

8. Loss of Shipment: Nonprofit will pay the full face value of each unused and returned Mulligan® brand tax receipt if the shipment is lost and no proof of shipping, such as a shipping receipt, bill of lading, and tracking number is provided.

9. Compliance with Laws: Good-Heart shall cooperate fully to effect fulfillment with any law, rule or regulation governing the Mulligan® brand tax receipts and this Consignment Agreement. Moreover, Good-Heart represents and warrants that its book of accounts shall imitate that the consigned Mulligan® brand tax receipts are shipped and delivered to the Nonprofit as a consignment and not as a sale until as which time the consignment converts to a complete and settled sale.

10. Nonperformance by Nonprofit: If the Nonprofit neither pays the agreed upon price for the quantity of consigned Mulligan® brand tax receipts as provided in the Mulligan® brand Order Form, a copy of which is attached, or after 30 calendar days has not returned any unused Mulligan® brand tax receipts per the terms of this Consignment Agreement, Good-Heart will convert the consigned Mulligan® brand tax receipts to a complete and settled sale for the total quantity of Mulligan® brand tax receipts per the Mulligan® brand Order Form, a copy of which is attached, and at that time consider this Consignment Agreement ended and finished in its book of accounts.

11. Severability: If any provision of this Consignment Agreement or portion thereof is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, all other provisions of this Consignment Agreement shall nevertheless remain in full force and effect.

12. Construction: This Consignment Agreement is the product of negotiations between knowledgeable parties who have had the opportunity to consult counsel prior to the execution hereof. Therefore, the parties agree that when and if this Consignment Agreement is interpreted by any court or other agency having jurisdiction therefor, the interpretation against the author shall not be applicable and no conclusions or inferences of law shall be drawn in favor of or against either party on the basis of which of them drafted the term or provision at issue.

13. Good Faith Dealings: Each party agrees that, in its respective dealings with the other party under or in connection with this Consignment Agreement, it shall act in good faith.

14. Representations and Warranties: Each party represents and warrants that: (i) it has the full right and authority to abide by the terms of this Consignment Agreement; (ii) neither the execution, delivery nor performance of this Consignment Agreement shall be in conflict with, or result in a default or loss of rights under any agreement or understanding to which it or any of its affiliates is a party; (iii) the execution, delivery and performance of this Consignment Agreement has been duly and properly authorized by all necessary corporate actions and (iv) this Consignment Agreement constitutes the valid and binding agreement of each party enforceable in accordance with its terms.

15. GOOD-HEART’S LIMITATION OF LIABILITY: GOOD-HEART MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE USABILITY OR DEMAND FOR MULLIGAN® BRAND TAX RECEIPTS BY ATTENDING INDIVIDUALS OF ANY FUNDRAISING EVENT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO THE CONSIGNMENT AGREEMENT. THE NONPROFIT HEREBY ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS HAVE BEEN MADE TO IT CONCERNING THIS CONSIGNMENT AGREEMENT OR GOOD-HEARTS’ PERFORMANCE WITH RESPECT THERETO, EXCEPT AS EXPRESSLY STATED HEREIN AND THE NONPROFIT HEREBY WAIVES ITS RIGHT TO MAKE A CLAIM BASED UPON ANY SUCH ALLEGED REPRESENTATION (WHETHER EXPRESS OR IMPLIED) OR TO OTHERWISE RELY THEREON. GOOD-HEART SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF GOOD-HEART HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. THE NONPROFIT UNDERSTANDS THAT WITHOUT THE LIMITATIONS OF LIABILITY AS SET FORTH IN THIS SECTION, GOOD-HEART WOULD NOT ENTER INTO THIS CONSIGNMENT AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Consignment Agreement as of the Effective Date.

Nonprofit

By: _____

Title: _____

Date: _____

Good-Heart Charity Brands

By: /Donovan Jones/ signed electronically

Title: Chairman

Date: _____