Prepared by:
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CONSIGNMENT AGREEMENT Mulligan® brand tax receipts and fundraising program

Consignment Agreement

The short version:

This short version does not take the place of the long version. You will still need to read, understand and bind the long version.

- You represent a qualifying organization, approved by the IRS to receive tax-deductible donations, and you as the representative are able and authorized to enter into this Consignment Agreement for the use of Mulligan® brand tax-deductible receipts.
- The $8.50 cost of shipping payment is required in advance with a credit card.
- Good-Heart will provide you with custom printed Mulligan® brand tax receipts, per your order.
- Payment in full is due 10 calendar days after your event on _____.
- When a promotion offers *included items*, such as "$1 per golf ball or *included* with every $20 Mulligan® ordered," $1 will be added to the balance due for each returned $20 Mulligan® brand tax receipt to cover the cost of the golf ball.
- Unused Mulligan® brand tax receipts may be returned for a refund, less a custom print charge of $.10 and a record keeping, reporting and destruction charge of $.25, per returned receipt.
- Returned Mulligan® brand tax receipts must be mailed insured and postage paid in a manner that proves delivery, otherwise you will be charged the Total of _____ per your order.
- If we have not received payment or unused Mulligan® brand tax receipts 10 calendar days after your event on _____, we will process the balance due from the credit card that you provided for the shipping payment.

The long version:

THIS MULLIGAN® BRAND CONSIGNMENT AGREEMENT is entered into _____, ("Effective Date") by _____, authorized representative of _____ ("Nonprofit"), and Good-Heart Charity Brands® ("Good-Heart") a nonprofit corporation and administrator of the Mulligan® brand and Do-Over® brand of tax-deductible receipts.

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 this approved and accepted proposal and quotation, 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 expenses the Nonprofit incurs for the care of the Mulligan® brand tax receipts, shall be the responsibility of 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 event, at which time, Title to used Mulligan® brand tax receipts shall immediately pass to the Nonprofit and on to the contributor.

5. Payment for used Mulligan® brand tax receipts: Nonprofit shall pay to Good-Heart the prices specified in this approved and accepted proposal and quotation for each used Mulligan® brand tax receipt. Total amounts due to Good-Heart shall be tendered within 10 calendar days after the Nonprofit's fundraising event on _____.
6. Cost for Return of Promotions: Promotions are offered periodically. When a promotion offers *included items*, such as "$1 per golf ball or *included* with every $20 Mulligan® ordered," $1 will be charged for each returned $20 Mulligan® and added to the balance due to cover the cost of the golf ball.
7. Cost for Return of 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.
8. Return Shipping: Nonprofit will pay the return shipping cost, for a service that proves delivery, when returning any unused Mulligan® brand tax receipts. Shipping insurance must be sufficient to cover the potential face-value loss of all unused and returned tax receipts.
9. Loss of Shipment: Nonprofit will pay to Good-Heart the full price of each unused and returned Mulligan® brand tax receipt if the shipment is lost and no proof of shipping is provided (such as a shipping receipt, bill of laden, and tracking number).
10. 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

at which time the consignment converts to a complete and settled sale per the terms herein.

11. Nonperformance by Nonprofit: If the Nonprofit neither pays the agreed upon price for the quantity of consigned Mulligan® brand tax receipts, or if the Nonprofit has not returned any unused tax receipts per the terms of this Agreement after 10 calendar days from the fundraising event on _____, Good-Heart will convert the balance due on the consigned Mulligan® brand tax receipts and any other balances due from other items, promotions or shipping charges to a complete and settled sale by processing a closing sum, less any previously paid amounts, for the Grand Total amount of _____ per this approved and accepted proposal and quotation, and at that time consider this Consignment Agreement ended and finished.
12. Severability: If any provision of this Consignment Agreement or portion thereof is held by a court to be invalid, illegal, void or unenforceable, all other provisions shall nevertheless remain in full force and effect.
13. Construction: This Consignment Agreement is the product of negotiations between knowledgeable parties who have had the opportunity to consult counsel prior to its execution. Therefore, the parties agree that when and if this 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 provision at issue.
14. 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.
15. 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 binding agreement of each party enforceable in accordance with its terms.

16. 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 AGREEMENT.

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

_____	_____
_____	Donovan Jones
_____	Director, Operations
_____	Good-Heart Charity Brands®

Return Policy

Custom Printed Mulligan® brand, DO-OVER® brand and REDO™ brand tax receipt products

If an organization is unable to use all of its custom-printed tax receipt products, the organization may return them for a refund, under the following condition and fees.

- The custom-printed tax receipt and substantiation products must be mailed insured and postage paid in a manner that proves delivery.
- The tax receipt and substantiation products will be destroyed and your organization will receive your purchase price, less the costs of their initial printing ($.10) and of their subsequent record keeping, reporting and destruction ($.25).

**Please note: Custom printed tax receipt and substantiation products cannot be transferred for use to another nonprofit organization. Those unused tax receipt products must be destroyed, as they are a cash-equivalent and represent conveyance of tax-deductibility.*

MULLIGAN® BRAND TAX RECEIPTS

RETURN ADDRESS FOR PROCESSING:

Good-Heart Charity Brands®

1311 S. Westcliff Place, #606

Spokane, WA 99224

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