

AUTHORIZED INDEPENDENT DISTRIBUTOR
“TERMS OF USE” AGREEMENT

To be used in instances when a individual(s) as part of a service club or organization OR a business corporation wishes to sell merchandise featuring the national Skin Cancer Awareness ribbon symbol as means of raising funds and/or generating profit for that business and/or organization, and thus forms a partnership between the Cancer Crusaders Organization in doing such.

This AUTHORIZED INDEPENDENT DISTRIBUTOR “Terms of Use” Agreement (hereinafter referred to as “the Agreement”) is entered into on _____ (hereinafter referred to as “the SIGNATURE DATE”) between Danielle White, co-founder and *CEO* of the Cancer Crusaders Organization, a.k.a. the Utah Cancer Crusaders (hereinafter referred to as “the SUPPLIER”) and John Eagleston, *CFO* of the Cancer Crusaders Organization of the Cancer Crusaders Organization, a licensed and registered 501 [c][3] non-profit corporation located at P.O. Box 2076, Provo, UT 84603, _____; as an independent contractor, located at _____.(hereinafter referred to as “the CLIENT”).

WHEREAS, the CLIENT agrees to form a mutually beneficial partnership with the SUPPLIER in one or more of the following: 1). Producing/manufacturing merchandise bearing the national Skin Cancer Awareness ribbon symbol, at a reasonable, ‘discounted’ cost to the SUPPLIER to be determined upon signing of this Agreement so as to enable the SUPPLIER with opportunities to fundraise; 2) Affixes the national Skin Cancer Awareness ribbon symbol to products the CLIENT already produces and sells at its own place of business and/or through its established vendors as part of a joint venture in a charitable cause to promote the national Skin Cancer Awareness ribbon symbol; 3) The CLIENT sells merchandise featuring the national Skin Cancer Awareness ribbon symbol purchased (at sale price) from the SUPPLIER so as to sell for a marked up price to generate proceeds for their own ventures. Upon this situation, merchandise available for purchase from the SUPPLIER for the CLIENT’s own educational, charitable, or professional endeavors, include: pins, wide-brimmed drawstring hats, ball caps, polos, fleece vests, and “hoodies.”

WHEREAS, the CLIENT agrees to purchase from the SUPPLIER the following Skin Cancer Awareness merchandise from the SUPPLIER to be sold by the CLIENT as an Independent Contractor: (please indicate which product(s). Upon which, a completed official product order form will be necessary to attach to this Agreement).

Gold-Plated Yellow & Orange Enamel Pins featuring the symbol.
Wide-brimmed drawstring Hats with symbol embroidery.
Khaki-colored Ball Caps with symbol embroidery.
Red Fleece Vests with symbol embroidery.
Red Golf Polos (men’s and women’s) with symbol embroidery.
Red Hoodies (uni-sex) with symbol embroidery.

NOW, THEREFORE the SUPPLIER and the CLIENT agree to the following terms and conditions:

- 1). **Terms of Agreement.** This agreement will remain in effect until terminated by either party upon 30 days prior written notice at the either party's place of business.
- 2). **Service.** Under this agreement the SUPPLIER will, at the request of the CLIENT provide the following: Quality Skin Cancer Awareness merchandise to be purchased by the CLIENT at sale price so that the CLIENT may sell these items at their place of business (i.e., a company headquarters, a school campus, or location of a club event) as a means to promote the national Skin Cancer Awareness ribbon symbol and as means for the CLIENT to generate funds/fundraise. Additional special requests by the CLIENT must be directed to the SUPPLIER on a case-by-case basis.
- 3). **Terms of Use.** Under this agreement the CLIENT agrees to maintain the originality of the design, known as the national Skin Cancer Awareness ribbon symbol. The CLIENT, may in no way (unless agreed in writing by the SUPPLIER), shall alter or distort the design or use it for any other purpose for which it was intended, which is skin cancer awareness and education. (The design features an orange ribbon with a yellow sunburst in the center, as seen below)



The CLIENT further agrees not to use the national Skin Cancer Awareness ribbon symbol on merchandise and products featuring the ribbon symbol for the use of profit by the CLIENT as individual, rather as means of fundraising for their place of business, organization, or service group (unless prior written permission by the Supplier is given). Use of the national Skin Cancer Awareness ribbon symbol by the CLIENT for purposes other than expressed in this agreement may require an additional contract and or inclusion clause to be added to the Agreement entered into on the Signature Date. Any unauthorized alternation or misuse of the national Skin Cancer Awareness ribbon symbol constitutes a breach of contract, and therefore legal action may be necessary.

- 4). **Payment and Fees.** The CLIENT shall purchase Skin Cancer Awareness merchandise at sale price from the SUPPLIER (unless special arrangements are authorized by the Supplier). Payment for merchandise must be received at time this Agreement is entered into and prior to shipment of merchandise. Failure to do so will constitute a termination of this Agreement and possibly the affixation of applicable late fees. In turn, the SUPPLIER shall pay for the production of any merchandise or items manufactured and made available the CLIENT featuring the national Skin Cancer Awareness ribbon symbol at a

“reasonably discounted” price and thus shall pay, in-full, for merchandise no later than six-to-nine (6-to-9) months from receipt of merchandise.

5). **Exiting.** If, for some reason, it is determined by either the CLIENT or the SUPPLIER that the partnership shall be discontinued or terminated, a written statement illustrating the terms of exit shall be required detailing the terms of discountenance to be mutually accepted by both the SUPPLIER and the CLIENT.

Danielle M. White, *CEO*
The Cancer Crusaders Organization

John Eagleston, *CFO*
The Cancer Crusaders Organization

(to be signed by the independent distributor(s))

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