

## Purchase Contract

THIS ORDER IS PLACED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH MAY NOT BE ALTERED WITHOUT THE WRITTEN CONSENT OF BOOSTERSHOT, LLC (HEREAFTER THE "COMPANY")

1. **BUYER:** Wheaton Rams Cheer / Wheaton Park District 2023 (the "Buyer").

2. **THE COMPANY:** BoosterShot, LLC is located at 116 S. York Rd, Suite 202 • Elmhurst, IL 60126, www.goboostershot.com.

3. **PRODUCT:** The Company has developed and owns a patent pending, consumer marketing and promotion program incorporating a product that includes a branded vinyl cover, a customizable first page, and selectable Gift-checks™ formatted as checks for offers by local, online, regional and/or national merchants ("Merchants") that have agreed to participate in the program, including those of the Buyer at the Buyer's discretion, combined into a bound checkbook (the "Checkbooks").

4. **ORDER:** The Buyer hereby: (i) orders and agrees to purchase the number of Gift-checkbooks™ from the Company specified and described in Exhibit A annexed to this Contract (the "Contract"); (ii) agrees to provide the Company with geographic and demographic information concerning the proposed recipients of the Gift-checkbooks™ requested by the Company for the sole purpose of targeting the Merchants; and (iii) agrees to participate in the Company's program until all ordered Gift-checkbooks™ are delivered and paid for in full by the Buyer in accordance with the terms of this Contract.

5. **ACCEPTANCE:**

A. Upon execution of this Contract by the Buyer, the Company hereby accepts the Buyer's Gift-checkbook™ order, agrees to design and print the Gift-checkbooks™, and arrange for the establishment of a Merchant program. The Merchant program comprises the solicitation of Merchants and their offers for participation in the Company's Gift-checkbook™ program. The Merchant program shall be managed, maintained, and owned by the Company, and the Company shall be solely responsible for all associated costs.

B. This Contract becomes effective upon the Buyer's written acceptance of Exhibit A annexed to this Contract.

6. **CONFIDENTIALITY:**

The Company and the Buyer covenant and agree that the terms and conditions of this Contract shall remain strictly confidential and shall not, unless required by applicable law, be disclosed orally or in writing by either party to any third party without the other party's prior written consent.

7. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:**

The Gift-checkbooks™ are sold and distributed on an "AS IS, WHERE IS" basis. Neither the Company nor the Buyer shall have any liability with regard to any Merchant who chooses not to honor its offer. THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON THE COMPANY'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS CONTRACT. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. THE COMPANY'S LIABILITY SHALL BE LIMITED TO AMOUNTS PAID BY THE BUYER UNDER THIS CONTRACT.

8. **LICENSE:** The Buyer agrees to grant a limited license to Booster Shot, LLC to use the Buyer's name, logos, trademarks, servicemarks, etc., for the limited purpose of carrying out the obligations of this Contract.

9. **FORCE MAJEURE:** If BoosterShot, LLC is unable to deliver the Gift-checkbooks™ and/or the Buyer unable to accept delivery because of an Act of God or any contingency, delay, failure or other cause beyond the control of the otherwise defaulting party, said otherwise defaulting party shall not be liable for such failure during the period of and to the extent of said disability. If said disability shall prevent or interfere with the shipment of the Gift-checkbooks™ by the carrier which BoosterShot, LLC would ordinarily have used, said shipment shall not be made by a more costly carrier unless the Buyer shall advise BoosterShot, LLC that the Buyer will assume and pay said additional costs.

10. **SHIPMENT**

- A. **Standard:** The Company shall be responsible for all costs and logistics related to shipping via UPS or FedEx Ground.
- B. **Rush:** Rush shipments shall be requested in writing by the Buyer and shall be at the Buyer's sole cost and expense.

11. **GENERAL**

- A. This Contract shall be governed by the laws of the State of Illinois and constitutes the entire Contract between the Company and the Buyer with respect to the sale of the Gift-checkbooks™, superseding all prior correspondence between the parties (including, without limitation, any purchase orders submitted by the Buyer and the Company). No provision of this Contract shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both of the parties hereto.
- B. This Contract, which shall not be assignable by the Buyer without the prior written consent of the Company, shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- C. Any notice provided for herein shall be in writing, and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth in the first paragraph of this Contract or to such other address as either party shall from time to time indicate in writing, said notice to be deemed to be effective upon receipt or three days from the date of mailing, whichever occurs first.
- D. This Contract represents the entire agreement and understandings between the parties with respect to its subject matter. There are no representations, warranties or covenants other than those set forth herein.

Authorized Sponsor Signatory

Date

Yellow - Sponsor Copy

White - Office Copy

## Purchase Contract - Exhibit A

**Sponsor Organization:** Wheaton Rams Cheer / Wheaton Park District 2023

### Primary Contact Information

Name: Adam Lewandowski / Mike Benard  
 Title: Superintendent of Athletic Programs & Facilities / Executive Director  
 Phone: 630.510.5141  
 Email: alewandowski@wheatonparks.org

### Secondary Contact Information

Name: Matthew Wrobel  
 Title: Athletic Manager  
 Phone: 630.510.5131  
 Email: mwrobel@wheatonparks.org

### Billing & Shipping Information

Bill to: Wheaton Park District  
 Contact Name: Matthew Wrobel  
 Address: 1777 S Blanchard Rd.  
 City/ST/Zip: Wheaton, IL 60189  
 Phone: 630.510.5131  
 Email: mwrobel@wheatonparks.org

Ship to: Same or deliver to uniform fitting  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/ST/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

### Order Information

#### Gift-Checkbook™ Type

\$30.00    \$25.00    \$20.00

#### Gift-Checkbook™ Cover

Cover Color \_\_\_\_\_ Imprint Color \_\_\_\_\_  
 Insert TBD

Delivery Date: approximately May 1, 2023  
 Kick Off Date: TBD - uniform fitting

Notes:  
 - BoosterShot with 50/50 split the cost of sell 20 incentive item with  
 Rams Cheer. Approximate value of \$20 per item.

Tax Exempt ID#	
Number of Checkbooks	400
Price per Checkbook	\$ 14.95
Total	\$ 5,980.00

Additional Charges	\$
Total with additional charges	\$
Sales Tax	\$
Total with Tax	\$ 5,980.00

#### Payment Terms

Down payment amount (10% of total plus tax)	\$ 598
Down payment due date	upon invoice
Final payment amount (net 30 days after delivery)	\$ 5,382.00
Final payment due date	30 days past delivery

 2/16/2023  
 Authorized Sponsor Signatory                      Date

Diane S. Bucheit (630) 817-0031                      1/24/23  
 BoosterShot Representative                      Date