

The Cheer Shoppe
2017 Merchandise Services Agreement

This Agreement entered into as of the 5 day of May, 2017, by and between Redlok Productions, Inc., d/b/a The Cheer Shoppe, an Illinois corporation (hereinafter referred to as "Company"), and Wheaton Park District, (hereinafter referred to as "Client").

WHEREAS, Company desires to provide merchandise services to Client, and Client desires to have Company provide merchandise services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for the purposes set forth above, it is hereby agreed as follows:

1. Company Obligations: Company agrees to provide direct to sell Spiritwear to Client.
 - A. On-site: Client agrees that Company will only provide one (1) mutually agreed upon On-site sales date total per calendar year. Client agrees that no other Spirit Wear items will be available for sale by other vendors on Company's designated on-site sales date.

(Customer should select Option One -or- Option Two and initial said choice):

Option One – Full Production

- ☐ (Company to also initial box if applicable). If Company is contracted to provide heat applied garments for sale at Client's location, Company agrees to bring applicable merchandise, Heat Press equipment, and Point of Sale System with credit card capability, provided internet or direct wireless capability is possible. Items for sale and pricing for such items shall be contained in the Merchandise Services Addendum which shall be attached to this contract, which shall be signed by both parties. Client understands that on-site pricing will be lower than pricing for orders which occur after the on-site sales date. Embroidered Items and Screen Print Items shall not be available for On-site processing. If items are ordered and are not available for on-site processing, any such items shall be delivered to Client for distribution to Client's customers, and Company will individually package and label each customer order for ease of distribution for Client. Client agrees to provide Company with a 20'x20' footprint for on-site sales in order to have adequate space for equipment and sales. The on-site sales date will be 06-May-2017 at the Wheaton Park District Community Center, 1777 S. Blanchard St., Wheaton, Illinois 60189. Any changes to the date and location for on-site sales must be mutually agreed upon in writing by both parties;

OR


Option Two – Orders Only

- ☒ (Company to also initial box if applicable). Company will provide Staff to handle clothing sizing and take orders via Company's Point of Sale System with credit card capability, provided internet or direct wireless capability is possible. Items for sale and pricing for such items shall be contained in the Merchandise Services Addendum which shall be attached to this contract, which shall be signed by both parties. Items shall be delivered to Client for distribution to



Client's customers, and Company will individually package and label each customer order for ease of distribution for Client. Said date for on-site ordering must be mutually agreed upon in writing by both parties. Client agrees to provide Company with a 10'x10' footprint in order to have adequate space for equipment and sales.

B. On-Line Sales: (Both parties must initial boxes if applicable)

 ☒ Company agrees to use its web site to host on-line sales of Spiritwear for Client. Pricing for items shall be agreed upon by Company and Client. Items for sale and pricing for such items shall be contained in the Merchandise Services Addendum which shall be attached to this contract, which shall be signed by both parties.

2. Designs: Company shall include up to five (5) new merchandise designs at no additional charge, and each additional design shall be billed at the rate of forty dollars (\$40.00) per design.
3. Customization: Customization of merchandise, including but not limited to individual names on merchandise, shall be offered to Client as an additional service, but all monies from customization shall be retained by Company.
4. Sales Tax: Company must charge sales tax, unless Client is a tax exempt entity. If Client is tax exempt, a copy of Client's tax exempt status letter must be attached hereto.
5. Inclement Weather: Company reserves the right to cancel on-site sales due to inclement weather, if such weather may pose unsafe conditions for staff or be harmful to equipment. Should inclement weather cause a cancelation, a new on-site date shall be mutually agreed upon by the parties.
6. Reporting: A sales report shall be issued by Company to Client showing Total Sales, less any additional costs incurred by Company, and showing the total fundraising amount earned by Client. This report shall be generated at the end of any On-site event, or monthly if On-line sales. Company agrees to pay client any fundraising amounts owed by company check within ten (10) business days of report generation.
7. Certificates of Insurance: Should Client require that Company provide a Certificate of Insurance, Company agrees to provide said certificate, but any costs incurred by Company for said certificate shall be paid by Client.
8. Shipping: Company agrees to pay for shipping of items ordered at Client's On-Site sales day. Client agrees that any subsequent shipping charges shall be paid for by Client. If Client picks up items at Company's location, no shipping charges shall be incurred.



9. **Outside Designs:** If Client is not using Company's custom designs, Client attests they have the right to use, copy and distribute any designs including but not limited to logos, designs, and statements, which they provide to Company. Customer shall be responsible to ensure no third party's intellectual property rights are violated, and agrees to hold harmless Company, its owners, officers, employees and agents against any suit, claim, demand, loss or expense made against Company for use of said logo. Client agrees to pay any judgement or settlement resulting for any claim against Company and to pay any attorney's fees to defend such suit or claim.
10. **Notices:** All notices desired or required to be sent pursuant to the terms of this Agreement shall be in writing and shall be deemed properly served if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Company: The Cheer Shoppe, 610 Estes Avenue, Schaumburg, Illinois 60193
Client: Wheaton Park District, Attn: Jessica Mead, 112 E. Wesley Street, Wheaton, Illinois 60187
11. **Successors:** All obligations hereunder are binding upon the parties hereto and their successors and assigns, and all rights hereunder shall inure to the benefit of the parties hereto and their successors and assigns.
12. **Total Agreement:** This Agreement represents the total Agreement of the parties.
13. **Time:** Time is of the essence of this Agreement.
14. **Termination:** Company shall be able to terminate this Agreement without cause with fourteen (14) days notice to Client.
15. **Severability:** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
16. **Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
17. **Term:** The term of this Agreement will cease one year from the day and year first written above as it relates to those obligations by both parties, except obligations of monetary payments still owed on behalf of either party which shall remain in full force and effect.
18. **Indemnification:** Client shall indemnify and hold harmless Company against any liability, damages, loss, claim, cost or expense, including but not limited to attorney's fees and expenses.
19. **Authorization:** The person(s) executing this Agreement on behalf of Client hereby covenant and warrant that such person(s) are duly authorized by Client to execute and deliver this Agreement on behalf of Client and bind Client to the terms of this Agreement.



IN WITNESS WHEREOF, Company and Client have executed this Agreement, consisting of four (4) pages, the day and year first written above.

WHEATON PARK DISTRICT

By: _____

Title: _____

Signature: _____

THE CHEER SHOPPE

By: _____

Title: _____

Signature: _____