

# AGREEMENT

This agreement is by and between \_\_\_\_\_

having a principal address at \_\_\_\_\_

\_\_\_\_\_ ("School/Group") and **BLUE HERON ENT., INC.** having a principal place of business at 600 Garron Point Pass, Bear, DE 19701 ("**BLUE HERON ENT., INC.**")

## RECITALS

**BLUE HERON ENT., INC.** has developed a fund raising program ("Program") especially advantageous for use by School/Group and School/Group is desirous of participating in the Program.

Now, therefore, in view of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The **BLUE HERON ENT., INC.** Program shall consist of a number of businesses reasonably near School/Group who will offer products and services on a discount basis to holders of a plastic card customized to School/Group specifications and containing a listing of such businesses, products and services. All arrangements with the participating businesses will be made by **BLUE HERON ENT., INC.** and such cards will be provided to School/Group at the following prices:

_____ cards (minimum)	at	\$ _____	each
_____ cards	at	\$ _____	each
_____ cards	at	\$ _____	each
_____ cards	at	\$ _____	each

2. In further consideration of participation in the **BLUE HERON ENT., INC.** Program, School/Group agrees and acknowledges as follows:

- \_\_\_\_\_ (a) Pay a deposit of 50% for initial order and for any re-orders of 500 cards or more.
- \_\_\_\_\_ (b) Net 20 after receipt of cards. Interest for late payments charged at 2% per month.
- \_\_\_\_\_ (c) Cards without any changes may be reordered (100 piece minimum).

3. This agreement shall be construed under the laws of the State of Delaware.

4. The tradename and service mark **BLUE HERON ENT., INC.** is the sole and exclusive property of **BLUE HERON ENT., INC.** and no right or transfer is made to School/Group upon its entry into the Program.

5. This agreement constitutes the entire agreement between the parties. No representation other than those set forth herein shall be binding.

6. School/Group shall pay **BLUE HERON ENT., INC.**'s reasonable attorneys fees in the event school/group defaults on payment.

**BLUE HERON ENT., INC.**

Date \_\_\_\_\_

By \_\_\_\_\_

School/Group

Date \_\_\_\_\_

\_\_\_\_\_

NUMBER OF CARDS RECEIVED \_\_\_\_\_

SEQUENCE OF NUMBERS \_\_\_\_\_