



936 Detroit Avenue, Suite A  
Concord, California 94518  
Tel: 925.676.1400  
Fax: 925.676.1412  
Email: info@boreshacoffee.com

## FUNDRAISING

### APPLICATION & AGREEMENT FORM

• Incomplete or unclear order forms may not be processed. Boresha International, Inc. is not responsible for errors due to illegibility or misinterpretation of handwritten form information.

#### NEW FUNDRAISING ORGANIZATION INFORMATION

ORGANIZATION NAME		FEDERAL ID NUMBER			
		[PLEASE ATTACH COPY OF IRS TAX EXEMPTION LETTER]			
CONTACT PERSON					
STREET ADDRESS		STE.	CITY	STATE OR PROVINCE	ZIP CODE
SHIPPING ADDRESS (IF DIFFERENT FROM ABOVE, NOT P.O. BOX)		STE.	CITY	STATE OR PROVINCE	ZIP CODE
CONTACT CELL PHONE		CONTACT WORK PHONE		CONTACT HOME PHONE	
CONTACT EMAIL			REPLICATING SITE NAME REQUEST (NOT GUARANTEED)		

#### SPONSOR

SPONSOR NAME (LAST, FIRST, MIDDLE)	BORESHA INTERNATIONAL, INC. ID NUMBER
------------------------------------	---------------------------------------

#### TERMS OF AGREEMENT

We hereby apply to participate in the Boresha International, Inc. (hereinafter "Company") fundraising program. As a Fundraising Organization, we understand and agree that:

1. The signer of this application is an authorized representative of the Fundraising Organization.
2. The Fundraising Organization is a recognized non-profit organization according to the terms of IRS section 501(c)(3). The Company will require evidence of 501(c)(3) status upon enrollment and may, at time to time, request evidence that status is still in effect.
3. Upon acceptance by the company, the Fundraising Organization shall have the right to sell the products offered by the Company in accordance with the Company's marketing program and Terms of Agreement, which may be amended and changed from time to time.
4. Upon notification, the Company, at its discretion, may amend the marketing plan, product pricing, statement of policy, etc.
5. We have carefully reviewed the Company's fundraising program and the Terms of Agreement, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by the Company.
6. This agreement may be cancelled at any time and for any reason by notifying the Company in writing of the election to cancel. Any active customer accounts the Fundraising Organization may have at the time cancellation will continue to be served by the Company and all management of such accounts shall become the responsibility of the Sponsor, if applicable, or by the Company if no sponsor.
7. This agreement is non-transferrable.
8. We will not use the Company's trade name and/or trademark except in the advertising provided to us by the Company or in other advertising without prior written approval by the Company.
9. No claims as to the therapeutic or curative properties about the products may be made except those officially approved in writing by the Company or as contained in the official Company literature.
10. Company offers 100% 30 day money back satisfaction guarantee (less shipping costs) to all customers. Product must be returned in marketable condition. Customer has right to cancel participation in the auto ship program at any time and for any reason by notifying the Company in writing.
11. The Fundraising Organization is a wholly independent entity who establishes and services retail customers for Company products as an independent entity. The position does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the Fundraising Organization for the right to distribute the Company's products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership, or joint venture between any Fundraising Organization and the Company.

As an independent contractor, the Fundraising Organization shall:

- a. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products.
- b. At the Fundraising Organization's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of Company products.
- c. Be solely responsible for declaration and payment of all local, state and federal taxes that may apply because of the Fundraising Organization's activities in connection with this agreement.

12. The Company may immediately terminate a Fundraising Organization who discredits the Company's name, violates any requirement contained in this Agreement or misrepresents the Company's products by making claims contrary to the Company's product literature and labels.
13. This Agreement constitutes the entire agreement between the Fundraising Organization and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.
14. This Agreement shall be governed by the laws of the state of California, and all claims, disputes and other matters between the parties of this agreement shall be brought in Contra Costa County Superior Court, in Martinez, California, or in the U.S. District Court, for the Northern District of California, in San Francisco, California.
15. We acknowledge that we have read and understand and agree to the terms set forth in this agreement.
16. This agreement is not in force until accepted by the Company.

My signature below indicates that I have read the Terms of Agreement on this Application, and that I willingly accept all of the Terms and Conditions of this agreement. As an authorized representative, I understand that I have a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal place of business. This Agreement is not effective until accepted by Boresha International, Inc. at it's principal place of business.

X \_\_\_\_\_ X \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE [PLEASE PRINT] AUTHORIZED REPRESENTATIVE SIGNATURE DATE

ALL SIGNATURES TO THIS APPLICATION MUST BE AFFIXED PERSONALLY. APPLICANTS MUST BE OF LEGAL AGE. SEE REVERSE SIDE FOR TERMS OF AGREEMENT.