

Board of Education
Dixon Unified School District

Subject: Jamba Juice Fundraiser

Meeting Date: November 8, 2012

Item #: **VII - L**

Agenda Item Submitted For:

- Consent
- Public Hearing
- Action, Information, Discussion
- Action
 - Resolution
- Information
- Discussion

SUBMITTED BY: Cindy Moody-Perkins

PRESENTED BY: Cecile Nunley - DUSD Chief Business Official

Management Recommendation:

Recommend that the DUSD School Board approve an agreement between C.A. Jacobs and Jamba Juice.

Discussion:

During the 2012-13 school year, C.A. Jacobs would like to hold two Jamba Juice fundraisers (Fall and Spring). These fundraisers will be carried out by C.A. Jacobs' Library Technician after school hours.

Financial Impact:

No negative financial impact on the district. C.A. Jacobs will receive a donation from Jamba Juice for each product sold. Profits from the two fundraisers will be used to purchase new books for the school's library.

District Goal this item addresses:

- Increasing Student Learning
- Improving the Learning Environment
- Increasing Parental Involvement
- Managing our Resources Effectively
- Building Confidence in District Leadership

School Charitable Contract Template

This is the entire Agreement between Jamba Juice whose principal place of business is Store 813 ("Jamba Juice") and the undersigned School organization ("Dixon Highschool"). The parties agree as follows:

1. School shall provide Company with a completed W-9 upon execution of this Agreement.
2. Company shall donate to School 10% of the purchase price (less applicable taxes and refunds) of any product sold to customers presenting a fundraising flyer at Company's store located at the location listed below (the "Store") during the dates set forth below (the "Promotion"). The fundraising flyer must identify the School and the valid dates of the Promotion. Company shall have sole control over the conduct of the Promotion.
3. Company shall donate to School 20% of the purchase price (less applicable taxes and refunds) of any out-of-store sales made by the Store at the School during the duration of the Promotion.
4. No later than 45 days after the expiration of the Term, Company shall deliver the total donation due School by check payable to the School to the address set forth below, together with an accounting for the Promotion showing the number of products sold to the Store's customers who presented the fundraising flyer during the Promotion, the total proceeds from all such products and the total payments due to School.
5. During the Term and throughout the Territory, School hereby grants to Company a non-exclusive, non-transferable, non-assignable license to use the trademarks, service marks, trade names, trade dress, art work, and copyrighted works (the "Intellectual Property") in advertising and marketing materials for the purpose of the Promotion. Company hereby acknowledges and agrees that (i) School is the lawful owner of the Intellectual Property; (ii) Company shall not acquire any ownership rights in the Intellectual Property by virtue of this Agreement; and (iii) any goodwill that may result from Company's use of the Intellectual Property shall inure to the benefit of School.
6. School hereby represents and warrants that: (i) School is a not-for-profit organization in good standing and has the power and authority to enter into this Agreement; (ii) School is the owner of and has good and valid title to the Intellectual Property; (iii) the Intellectual Property does not infringe upon or violate the intellectual property rights of a third party; and (iv) School will comply with any laws and regulations regarding this Promotion as applicable to School.
7. Company hereby represents and warrants that it is a corporation, validly existing and in good standing, has the power and authority to enter into this Agreement and perform its obligations hereunder, and shall perform these obligations consistent with applicable law.
8. School reserves the right to cancel this Agreement at any time prior to the Promotion.
9. In no event shall either party be liable to the other party for any incidental, consequential, indirect, special or punitive damages (including without limitation lost profits) arising out of this Agreement irrespective of whether such party has been advised, or should have known of the possibility of any such loss or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Jamba Juice

By: General Manager

Name: Karla Martinez

LOCATION OF STORE:

Store # 813

Address: 1651 E. Monte Vista Avenue
Vacaville, Ca 95688

Name of: _____

Dated: _____

NAME OF SCHOOL ORGANIZATION:

C.A. Jacobs

Address: 200 North Lincoln St.

Dixon, CA 95620

[need two signatories]

By: _____

Name: _____

By: _____

Name: _____

Dated: _____

VALID DATES: 2012 School Year