



## MEMORANDUM OF UNDERSTANDING

\_\_\_\_\_ (the Fundraiser) is an organization that has chosen to partner with Down Home Ranch, Inc. (the Ranch), to sell poinsettias to raise funds to support the Fundraiser's mission.

The Fundraiser will:

- Place a pre-order with Down Home Ranch for a set number of poinsettias, **guaranteeing to pay for at least 50% of red plants ordered and 100% of white and glitter.**
- Provide tax exemption certificate (if applicable) as proof of sales tax exemption status at time of order
- Set their own retail price for each plant
- Provide two options to the Ranch for delivery or pickup dates (1<sup>st</sup> and 2<sup>nd</sup> preference) at time of order OR no later than Nov 1 (note that future changes to these dates are subject to availability – change requests should be made via email to LauraZ@downhomeranch.org and as early as possible)
- Submit any fundraiser created text or image that mentions the Down Home Ranch name or logo to the Ranch for approval before use (email gardens@downhomeranch.org)
- Request, via email (to LauraZ@downhomeranch.org) and as soon as possible, an additional number of plants if sales are expected to surpass original estimate made at pre-order
  - (Please note that The Ranch cannot guarantee any additional plants above and beyond the original estimate made by Fundraiser.)
- **Provide a final total of plants no later than two weeks before the established delivery/pickup date**
- Pay 50% of final order amount no later than two weeks before established delivery/pickup date
- Pay balance in full to the Ranch before or at delivery/pickup

The Ranch will:

- Provide an estimate/quote back to the Fundraiser once the initial order has been established
- Grow or outsource the number of plants ordered by Fundraiser at initial order
- Add on additional plants above and beyond the original estimate, as able, when requested by the Fundraiser
  - Confirmation will be sent to Fundraiser if additional plants are or are not able to be secured
- Send a poinsettia care sheet to the Fundraiser alongside the delivery/pickup confirmation email that can be shared with the Fundraiser's customer base
- Provide delivery to the Fundraiser's location as requested (delivery charges apply)
- Act as a resource for the Fundraiser, should issues arise with the product at delivery/pickup

This memorandum of understanding (MOU) is good for one year, or the length of the fundraiser outlined within the MOU, whichever is shorter. This is only an understanding of partnership and does not indicate a contract.

### FUNDRAISER

BY: \_\_\_\_\_  
Signature and Credential(s)

DATE: \_\_\_\_\_

### DOWN HOME RANCH, INC.

BY: \_\_\_\_\_  
Signature and Credential(s)

DATE: \_\_\_\_\_