



DOUBLE YOUR SUNSHINE DOLLARS TERMS AND CONDITIONS

Requestor hereby acknowledges and agrees that its submission of a program request does not obligate Peoples Education in any way to award any or all portions of the request. Peoples Education shall determine program awards at its sole discretion. All awards shall be subject to the terms and conditions contained herein. No other terms and conditions shall apply unless executed in writing by the parties.

The terms and conditions of this program request shall convert to a binding agreement, if and when, Peoples Education determines to make awards in the form of product and upon Requestor's acceptance of these terms and conditions. At such time, the Peoples Education approved program administration system elements, including but not limited to the request for proposal and notification of program award, shall be incorporated and become a part of this agreement.

TERMS AND CONDITIONS SHOULD A PROGRAM BE AWARDED.

1. DEFINITIONS

- a) "Delivery" means Peoples Education standard shipping method to Recipient's defined, and Peoples Education approved, "Ship To" address...
- b) "Manufacturer" means, Peoples Education, the entity that manufactures Products contained in the Double Your Sunshine Dollars Program Award.
- c) "Products" means books, online materials, supplies, and upgrades that are provided by the respective Manufacturer pursuant to the Double Your Sunshine Dollars Program Award.
- d) "Recipient" means the recipient of the Double Your Sunshine Dollars Program Award.

2. PURCHASE ORDERS AND DELIVERY

Should Peoples Education grant Recipient's Double Your Sunshine Dollars Program Award, Recipient's purchase order must be received **within 30 days** of award acknowledgment. **Purchase order MUST include the code "Double Your Sunshine Dollars" in order for appropriate processing. Purchase orders can ONLY include Products that will be purchased with this Double Your Sunshine Dollars program.** Additional materials must be on a separate purchase order. Delivery is subject to Product availability and efforts will be made to meet Recipient's Delivery requirements.

3. SHIPMENT AND RISK OF LOSS

Products will ship according to Peoples Education standard commercial practice. Title and risk of loss and damage will pass to Recipient at the "Ship To" address. Peoples Education will attempt to consolidate the Product shipment; however multiple Product shipments may occur.

4. WARRANTY

The Product warranty(ies) is/are the then-current warranty(ies) that ship with the Products. Nothing in the Double Your Sunshine Dollars Award or in these Terms and Conditions of Award shall be deemed to affect such warranty.

5. RECIPIENT’S REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS AND OBLIGATIONS

Recipient hereby acknowledges that any resulting Double Your Sunshine Dollars Award is for the specific use as outlined in the program award.

6. GENERAL

- a) Recipient will comply with all applicable laws and regulations related to its use of Products.
- b) These Terms and Conditions and any Exhibits constitute the entire agreement between Peoples Education and Recipient, and supersede any previous communications, representations, understandings, or agreements between the parties, whether oral or written, regarding transactions hereunder. Recipient's additional or different terms and conditions will not apply. Recipient's receipt or use of Products will constitute Recipient's acceptance of these Terms and Conditions. The Terms and Conditions may not be changed except by an amendment signed by an authorized representative of Peoples Education and Recipient.
- c) Notices. Any notices to be sent to Peoples Education shall be directed to:

Contact Information:

Name: Ginny Tanaka gtanaka@peoplesed.com
Peoples Education Phone: 800 822-1080

By signing below, indicates that the recipient organization agrees to these Terms and Conditions and establishes the agreement under which the recipient organization receives the Double Your Sunshine Dollars Award should Peoples Education make such an Award.

I hereby represent that I am authorized to sign on behalf of Recipient.

AWARD RECIPIENT:

PEOPLES EDUCATION

By:
Title:
Date:

By:
Title:
Date:

Administrator:
Title:
Date: