

This Event Agreement (the "Agreement") is entered into effect as of the [redacted] by and between **APEX LEADERSHIP CO.** (hereinafter "Anython") and **Oldham County Middle School PTSA** ("Customer"). Customer's profile: **Grades 6-8; Population # 726 FRL% 31.**

WHEREAS, Customer desires to organize an Anython fundraising program (the "Event"), commencing on **September 23, 2024**, and continuing through **October, 4 2024** (the "Term"), in order to promote Customer as well as raise funds for Customer's desired needs or purposes;

WHEREAS, Anython is in the business of planning, launching and promoting all fundraising activities around for each event.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. Anython Services. Anython agrees to plan, organize, market, promote, and conduct the Program. Such services shall include the following: (i) marketing and promotional activities in connection with the Event in order to increase participation; (ii) launching/running the program and assisting select students with running their respective portions; (iii) source and provide prizes, and plan and implement the Event including design/layout and event activities; (iv) contracting with all sponsors online to process donations; and (v) coordinate all backend and website creation, access codes and entering of results.
2. Customer Cooperation. Customer agrees to cooperate with Anython in the performance of its activities pursuant to this Agreement. Customer agrees to provide Anython with reasonable access to students and teachers in order to promote the fundraiser and increase participation. Customer grants to Anython the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Event. Customer agrees to use Anython's online system, including, subject to applicable law, providing Anython the student's name and grade. Any funds received directly by Anython staff in connection with the Event will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.
3. Fees. Upon execution of this Agreement, the Customer shall pay to Anython a one time booking fee of \$750.00 (the "Booking Fee") to reserve a limited Anython Calendar Date (the "Booking Slot") and an Anython Team Member will be reserved to serve the school. Upon any cancellation of the Agreement by Customer (other than due to default by Anython), Anython shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty. Otherwise, the Booking Fee shall be applicable to the fees payable to Anython as described herein. Customer shall pay to Anython a late cancellation fee of \$2,500 for any cancellation by Customer of an Event with less than 30 days' prior

written notice to Anython. All entry fees and sponsorship fees earned in connection with the Event (the "Event Revenue") shall be paid to Customer. Customer will pay Anython a percentage of such amounts collected (the "Anython Share") in accordance with the percentages set forth on the "Anython Color Battle Price Scale" table attached hereto, which payment shall be due in full no later than 30 calendar days following the conclusion of the Event. Any amount of the Anython Share remaining unpaid after 30 calendar days shall incur interest at a rate of 12% per annum (without compounding). For avoidance of doubt, if Customer elects to remit a percentage of the Event Revenue back to teachers or other school personnel, such amount may not reduce the Anython Share, which shall be calculated prior to any such remittances.

4. HeritagePay. Customer agrees that HeritagePay will be the exclusive payment processor for all transactions related to the Event. Anython and Customer will bear all online transactional fees pro rata in accordance with the Anython Price Scale.
5. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party substantially fails to perform or observe any of its obligations under this Agreement and such failure continues for a period of ten (10) days after written notice to said party.
6. Force Majeure. Anython will use its good faith efforts to conduct the Event on the scheduled day for the Event; provided, however, that Anython shall not be responsible for damages that result from delays or postponements of the Event due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.
7. Notice. Any notice hereunder shall be in writing and shall be effective: (i) the next business day following the signing with a reputable courier service for overnight delivery; or (ii) three (3) business days following the signing in the United States Mail, postage prepaid, when sent by certified mail. All notices shall be forwarded to the address below:

Anython:	Customer:
PO Box 23305	[redacted]
Louisville, KY 40223	[redacted]

8. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

Exclusivity. Customer agrees that the Event shall be the only major fundraising activity of the School and PTA for the semester in which the Event occurs.

**ANYTHON EVENT AGREEMENT COLOR BATTLE**

**ANYTHON:**

Signature: *Kristin Kamber*

Name: **Kristin Kamber**

Title: **Territory Owner**

**CUSTOMER:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Below is the pricing table from Section 3 in the Event Agreement:

Anython Color Battle Price Scale			
Min Collected	Max Collected	School %	Anython %
\$100,001	+	60%	40%
\$90,001	\$100,000	59%	41%
\$80,001	\$90,000	58%	42%
\$70,001	\$80,000	57%	43%
\$60,001	\$70,000	56%	44%
\$50,001	\$60,000	55%	45%
\$45,001	\$50,000	54%	46%
\$40,001	\$45,000	53%	47%
\$35,001	\$40,000	52%	48%
\$30,001	\$35,000	51%	49%
\$0	\$30,000	50%	50%

Customer Initials: \_\_\_\_\_ (this confirms you have seen this portion)