

## Lynch Creek Fundraising Program - Terms and Conditions

1. Lynch Creek Farm Fundraising is an affiliate marketing program (Program) of Lynch Creek Farm LLC (LCF) which has its principal place of business located at 130 E Export Rd, Shelton, WA 98584.
2. The program is generally open to any tax-exempt entity, school, community group or team (Organization), further defined below, who wishes to raise funds through a fundraising event. Campaigns must be submitted online to LCF at [www.lynchcreekfundraising.com](http://www.lynchcreekfundraising.com) in order to be considered for participation. LCF, in its sole discretion, reserves the right to refuse or deny any campaign request.
3. **The following types of organizations will be eligible to request a campaign:** an organization holding a current tax-exempt status under Section 501(c) of the Internal Revenue Code; a recognized government entity: state, county, or city agency, including law enforcement or fire departments that are requesting funds exclusively for public purposes; a K-12 public or private school, charter school, community/junior college, state/private college or university; a church or other faith-based organization with a proposed project that benefits the community at large and is not on the terrorist watch list. The organization certifies that it is eligible to participate in the program, agrees that it will abide by all applicable federal and state laws and regulations (including those of the IRS and similar state agencies in relation to organization's non-profit status and accounting for its funds), and will provide written documentation, including [tax form W9](#), at LCF's request.
4. **The following entities are not eligible to participate in the program:** individual persons not raising funds for an organization, for profit businesses such as Partnerships, LLCs or other Corporations and organizations raising funds for political purposes. The Organization, and the person entering into the fundraiser on behalf of it (Coordinator), certifies that it is not such an entity and will provide written documentation at LCF's request.
5. The organization and its members hereby consent to LCF's use of the organization's logos, images, name and those images and descriptions of its members by LCF for the promotion of a campaign or the program. Individual chapters or units of national organizations agree that they are participating in this fundraiser under the applicable rules of any parent or national organization which they may be subject to, and release, indemnify and hold LCF harmless for any violation of those rules.
6. The products that will be offered for this program and the prices for each product are listed on the LCF product website at [www.lynchcreekfarm.com](http://www.lynchcreekfarm.com). LCF makes no assurances or guarantees, however, that all eligible products will be available on the date of the fundraising event. Based upon supply, some eligible products may not be available.
7. Customers participating in the program, and their gift recipients, will receive their orders directly unless otherwise specified by the Coordinator. Only orders that have an active Campaign ID will count towards a fundraising campaign. All orders placed during the fundraising season must have a payment tied to the order at the time that the order was placed. Coordinators may combine the orders of individuals making purchases into one order under the Coordinator's Account, but if so, the Coordinator shall bear the responsibility of ensuring delivery of those orders to the various individuals under the combined order and by doing so releases LCF from any and all claims and liability resulting from Coordinator's actions.
8. Goal meters on campaign pages at [www.lynchcreekfundraising.com](http://www.lynchcreekfundraising.com) will reflect order totals that have been placed by a participating supporter. A participating supporter is someone who places their order through the online campaign page or by phone. Supporters MUST indicate they wish to support a fundraiser BEFORE paying for their phone order. If an order is cancelled or if the amount of the order is altered, this may not be reflected on the goal meter until after the campaign has ended.

9. Payouts to organizations will be based upon a percentage of the total sales generated from products purchased and donations made by supporters. **Any delivery fees, taxes, and/or discounts from promo codes will not be included in Percent of Payout to the organization.**
10. Percent of Payout can be changed by LCF at anytime, and may vary from offer to offer. As of July, 2019, the Percent of Payout is 15% for eligible products. **Promotional items are excluded from earning cash back. Promotional items include: temporarily discounted items, Black Friday, Cyber Monday and any other limited promotional items offered during the season.**
11. Payouts will be distributed within 30 days after the campaign has ended. The end date for all campaigns is December 15, 2019. All payments made to the Organization will be made via echeck (email) or paper check (mail). A breakdown of campaign contributions is available via the FUNDS tab (accessible only by the Coordinator) of each campaign. It is the responsibility of the Coordinator to determine if any missing transactions and/or other payout adjustments are needed. Adjustments may result in delayed payment.
12. All organizations participating in the program must be based in the United States. If your organization is in Hawaii or Alaska, keep in mind that shipping is NOT free to these states.
13. Nothing in this agreement shall be deemed to transfer to the Organization any right, title, interest or license in or to any of LCF's trademarks, trade names, service marks or logos (Marks). The organization shall not use any of LCF's Marks without the prior, written permission of an authorized representative of LCF, unless they are in the form of helpful downloads or other tools currently made available to coordinators and teammates via the online campaign page.
14. This agreement is subject to all requirements of applicable state and federal law. In addition, the Organization and Coordinator will ensure that any event location and hours of operation and use of all funds raised comply with all federal, state and local laws and ordinances. The Organization indemnifies, releases and will hold harmless LCF from any claim resulting from any violation of those requirements.
15. All participants in the program that purchase LCF products to support a fundraising campaign, will become LCF customers. LCF reserves the right to send promotional marketing via email and mail to all customers. We do allow customers to opt out of marketing via email or phone.