



Customer: Adventures for the Cure

Customer Representative: Adam Driscoll

I. Period Of Agreement

- a. The terms of this Agreement shall be in effect February 10, 2017.
- b. The terms of this Agreement shall terminate on December 31, 2018.
- c. Pactimo will be the sole provider of custom cycling, triathlon and running apparel.

II. Special Pricing

- a. Pactimo will offer the following custom garments at no cost, one time only:

GARMENT	#	STANDARD PRICE	TOTAL
Small Musette	25	\$24.00	\$600.00
	25		\$600.00

**Provision of sponsorship items does not count towards minimum garment requirement on any of Customer's paid orders.*

***Sponsorship order must be placed in one order.*

- b. All other custom garments (*excluding Lifestyle Apparel*) will be offered at current standard 200+ pricing (as published on Pactimocustom.com).
- c. Special pricing on these garments as listed below:

GARMENT	STANDARD PRICE	DISCOUNTED PRICE
Ascent 3.0 jersey	\$89.00	\$71.00
Ascent Vector Bibs	\$99.00	\$79.00
Continental 2.0 jersey	\$66.00	\$53.00
Continental 2.0 bibs	\$74.00	\$59.00

- d. Pactimo will offer up to four (4) hours of art/design time, at no cost, on Customer's first order.

III. Customer Requirements

- a. Customer agrees to list Pactimo as an official custom clothing supplier on all media, i.e. websites, Facebook, Twitter, etc.
- b. Customer agrees to Standard logo placement.

IV. Deadlines

- a. Please be advised that the art process can take up to several weeks depending on the number of revisions required by Customer. Customer is therefore requested to be timely in providing art files in the correct format and prompt in reviewing each art iteration.
Once art is final approved and final order quantities are entered, delivery will be within the current posted turn time listed on Pactimo.com unless otherwise specified within this agreement. If proof plus is requested or required, this may delay final order entry.
- b. Customer requests for delivery faster than the published guaranteed delivery time will be addressed in accordance to the Pactimo Rush Policy and may be charged a rush fee.

V. SPONSORSHIP DEADLINE

- i. Art must be approved and final order entry must be completed by: _____, *annually*.
- ii. Final art approval must be completed at least five weeks before date of delivery.
 1. If deadline is missed by 1-7 days there will be a charge of 10% of the full value of the order at current standard 5+pricing.
 2. If the deadline is missed by 8+ days, there will be a charge of 20% of the full value of the order at current standard 5+pricing.
 3. Order will be processed in current posted delivery turn times.

VI. Other Terms and Conditions

- a. Pactimo reserves the right to revoke the Agreement in the event of misuse of the above Agreement.
- b. An “order” becomes an official order the date the Clothing Manager places a deposit on said order. Orders must be started before expiration date of this Agreement. Orders must be completed within thirty days of expiration date of this Agreement.
- c. **Customer understands all discounts given are based upon completion of all terms within this Agreement. In the event Customer does not meet the terms in this Agreement, Customer agrees to pay the difference between standard Pactimo pricing and the pricing negotiated in this Agreement.**
- d. This Agreement sets forth all the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

- e. This Agreement is subject to all terms and conditions of Pactimo's standard Custom Ordering Policy as shown in Exhibit 1, except where this Agreement explicitly states otherwise.
- f. In the event Pactimo discontinues or substantially revises a product included in this Agreement, it will be substituted by an equivalent or upgraded garment in Pactimo's current product line, mutually agreed upon by Pactimo and Customer.
- g. The undersigned signatory on behalf of the Customer represents that he/she is authorized to sign this Agreement on behalf of the Customer, and to legally bind the Customer to this Agreement.

Signature Required:

This Agreement contains the entire agreement and understanding of the parties hereto with respect to the matters covered herein and supersede all (oral or written) prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

Karl Heidgen
VP Custom Sales
Pactimo, LLC

Signature:  _____

Date: February 10, 2017

Customer: Adventure for a Cure
Customer Representative: Adam Driscoll
Title:

Signature: _____

Date: _____

Exhibit 1 - **CUSTOM ORDER POLICY**

All Pactimo orders are subject to the following policy terms and conditions. ***This is important!*** By proceeding with this order process and placing an order with Pactimo you are agreeing to the following Terms and Conditions:

1. PLACEMENT OF ORDER

- a. New customers will create a Customer Account through the Pactimo Custom Website (www.pactimocustom.com)
- b. Within the Customer Account, orders are placed online by the customer
- c. Customer is responsible for placing deposit on new orders (See **Bulk Orders** and **Team Stores** below)
- d. Pactimo will assign an Account Manager who will assist the Customer with their order.
- e. Customer is responsible for providing elements of design and all logos.
 - i. Pactimo provides the following to assist in provision of design ideas:
 1. Garment Templates in .pdf format when opened in Illustrator will reveal an embedded PAC Color Swatches board.
 2. Pactimo Art Guidelines.
 3. Pactimo Design Checklist.
 4. Color Swatches specific to the fabrics of selected garments to assist in color selection. Customer assumes all responsibility for colors chosen whether or not a Color Swatch is used in the selection and provision of design.
 5. A Proof Plus that you can order after you approve your artwork. A Proof Plus is a portion of your design that is printed on the actual fabric of your apparel. The fee is \$35 for any orders under \$5,000. Orders over \$5,000 will receive a proof plus automatically at no charge.
 6. Examples of jerseys previously designed by Pactimo.
 - ii. Elements and Artwork not provided in accordance with the Pactimo Art Guidelines may result in additional design fees and/or time required to accommodate Customer's design.
 - iii. Customer is responsible for approval of spelling and/or grammar on all artwork.
 - iv. Customer is responsible for receiving permission for use of all logos and/or copyrighted material incorporated into the design.
- f. Customer is responsible for entering the correct products, quantities and sizes on Pactimo's online ordering system.
- g. Customer agrees to pay for the entire order before shipment.
- h. Customer agrees to pay shipping costs and sales tax if applicable.
 - i. Delivery to the following states will be subject to state sales tax: (CO, CA, IL, MA, and AZ)
- i. Pactimo's Guaranteed Delivery is contingent on placement of final order(s) and receipt of Final Payment by the Customer by the deadlines provided.
- j. Customer should contact their Account Manager or Pactimo Customer Service for estimated delivery time after order is finalized.

2. GARMENT MINIMUMS

- a. The minimum initial quantity for all custom garments is five (5).
- b. Gender specific garments that are otherwise identical in description (e.g. Men's and Women's Ascent Jersey) will be considered to have met minimum quantity requirements when either the men's or women's versions (of the same design) are met independently. Combinations do not qualify.

FOR EXAMPLE:

- i. If an order contains 7 Men's Ascent Jerseys and 2 Women's Ascent Jerseys of the same design, this order meets minimum requirements for these items.
 - ii. If an order contains 3 Men's Ascent Jerseys and 2 Women's Ascent Jerseys, this order DOES NOT meet minimum requirements for these items.
 - iii. If an order contains 7 Men's Ascent Jerseys and 2 Women's Continental Jerseys, this order meets the minimum requirements for the Ascent Jersey only. The minimum has not been met for the Continental Jersey.
- c. In addition to those items that are identical in description and design, the following garments are defined as equivalent for ordering purposes:
 - i. Women's Ascent Short and Men's Ascent Bib Short/Men's Ascent Pro Bib Short

3. BULK ORDERS (Policy Terms Specific to Bulk Orders)

- a. When an order is initiated, Customer agrees to pay an initial deposit of 50% of full retail clothing price up to \$500. Quantity discounts or other discounts applicable will be reflected on the Final Invoice for the order.
- b. Prior to manufacturing the garments, a full deposit of 50% of the order merchandise value must be secured. When final product decisions and quantities have been selected, if the initial deposit is below 50% of order value, an additional deposit will be required to put the order into production.
- c. All new orders that do not meet a minimum of \$1,000 in total clothing purchases are subject to an \$80.00 processing fee.
- d. Customer agrees to pay all amounts due for the order including shipping, processing fees and/or taxes, prior to delivery.
- e. Sales tax is required to be paid for orders delivered in the states of CO, CA, IL, PA, and AZ.

4. TEAM STORES (Policy Terms Specific to Team Stores)

The Pactimo Team Store is provided as a service to facilitate garment and size selection, quantities, payment, and shipping options. Our Customer Service teams is happy to help you and your team with these questions when your store is open, but all communication regarding product development (initial selection, custom design and available store options) should be kept between Pactimo and the Clothing Manager.

- a. A deposit of \$500 is required for all new team stores. The deposit may be used to pay for design charges, processing fees or fees assessed for items below minimum on the order. Any remaining balance of the deposit minus fees, will be refunded (credited back to the original credit card used for the deposit).
- b. Individual team members will be charged for their orders at the time of placement.
- c. Individual team members will pay all shipping and applicable sales tax for their order.
- d. Team store orders can only be processed using a credit or debit card. We cannot accept other forms of payments for team stores.

- e. All new team stores must meet a cumulative purchase minimum of \$1,000 in total clothing merchandise for purchases by team members. Customer agrees to pay \$80.00 processing fee for all new orders under \$1,000.00 merchandise total. Unless other arrangements are made, this fee will be deducted from the deposit in place.
- f. All team store sales are final; no exchanges or returns are allowed. No changes are allowed to an order once it is placed by a team member.
- g. All Pactimo published minimums must be met for each garment placed in a team store.
- h. Garments for which minimum quantities have not been reached will result in a processing fee for the order. For garments with unmet minimums, Pactimo will assess a processing fee of 50% of the full retail price for the quantity short the minimum (Team Stores only). This fee will be deducted from the \$500 deposit at the time the store closes. Any additional amount due will be added as a line item to the order and due prior to delivery.
- i. Orders within a Team Store will be placed into production no later than 2 weeks after an initial order is placed within a Team Store or by the agreed upon Close Date established by the Account Manager and Customer at the time the store is opened.
- j. A one-time extension of availability may be offered in order to assist the Customer in reaching minimum requirements within a Team Store order. The period of extension will be determined with consideration to the circumstances of the order.
- k. Any applicable fees will be determined at the time the orders within a store are batched for production. All fees must be paid in full prior to delivery of the orders within a Team Store.
- l. In order to honor purchases placed and paid for within a team store, orders subject to additional fees will not be delayed going to production.
- m. Fees assessed for failure to meet garment minimums are not a substitution for failure to reach the \$1,000 purchase mark on initial orders. These fees may be assessed in addition to the \$80 processing fee for orders under \$1,000 in total as specified in the Policy.
- n. Customer may request the Unit Price (price paid by those shopping within the team store order) be adjusted to a price greater or lesser than the Standard or Contract Price of a garment(s), subject to Pactimo's approval.
 - i. If a Customer lists a garment for a price greater than the standard or contract price, the difference can be used to offset an amount due on the order, or rebated to the customer after the order is complete.
 - ii. If a Customer lists a garment for a price less than the standard or contract price, the customer agrees to pay the balance due on the order prior to shipment of the order.
- o. Customer may extend a Coupon Code within their Team Store that provides a discount by dollar amount or percentage. This represents a discount extended by the Customer, not Pactimo. Any and all discounted amounts due when the store closes must be paid in full prior to delivery.
- p. Team Stores cannot be used if the order is sales tax exempt. We can only process tax exempt orders as bulk orders.

5. REORDERS

NOTE: Any changes in type of garment, colors, text, logos, art, etc. are considered a new order and subject to those terms.

With respect to re-orders of identically designed merchandise:

- a. If the merchandise total is \$300.00 or more:
 - i. No individual piece minimums.
 - ii. No processing fee will be assessed.
- b. If the merchandise total is less than \$300.00:

- i. No individual piece minimums.
- ii. A processing fee of \$50.00 will be assessed.

6. FEES AND SPECIAL PRICING

- a. Customer agrees to pay for design charges at the current published Pactimo rates. Design charges are currently \$40.00 per hour. The first hour of design time is complimentary.
- b. Customer agrees to pay \$80.00 processing charge for all new orders under \$1,000.00 in Merchandise.
- c. Customer agrees to pay \$50.00 processing charge for all reorders under \$300.00 in Merchandise.
- d. Customer agrees to pay a processing fee of 50% of the full retail price of any garment for the quantity short the minimum for which minimum quantities have not been reached in a Team Store.
- e. You may order a Proof Plus after you approve your artwork. The fee is \$35 for any orders under \$5,000. Orders over \$5,000 will receive a proof plus automatically at no charge.
- f. Within a Team Store, shipping and handling is collected at 2% of the merchandise total for each order within a store.
- g. Individual Ship is available (items shipped direct to purchaser - Team Stores only) for a shipping and handling fee of \$9 + 2% of the merchandise within the Team Store Order (all customers).
- h. Individual Sort (items shipped to one location sorted by individual purchasers - Team Stores only) for a shipping and handling fee of \$4 + 2% of the merchandise within the Team Store Order (all customers).
- i. Pactimo Caffeinated Colors are available for use in all custom garments for a \$100 set up fee for all initial orders. There is no charge for re-orders.
- j. Contrast Stitching is available for use in limited, designated garments for an additional \$10 per garment.
- k. White Base or Fully Printable Base Lycra is available for use in limited, designated garments for an additional \$10 per garment.

7. QUALITY KITS AND FIT KITS

- a. Pactimo will provide Fit Kits and Quality Sample Kits on request.
- b. The Quality Sample Kit is available prior to order placement
- c. The Fit Kit is available after order placement and provision of initial deposit. Customer accepts all responsibility for selection of sizes and is highly encouraged to order a Fit Kit.
- d. If not returned within a 2-week period after received by the Customer, Customer is responsible for the payment of freight to return said kits to Pactimo's published address.
- e. If said kits (or any article included in the Kit) are not returned within designated period and a written extension has not been granted by Pactimo, Customer agrees to pay the published price for said kit or any article included in the Kit not returned in same condition as received.
- f. A credit card authorization is taken at order placement or prior to shipment of Kit in order to provide security for Kit return or payment if Kit is not returned in same condition as received within the Pactimo-designated return period.
- g. Customer consents to Pactimo's placement of a charge on said card for any items not returned in same condition as received within the prescribed time period.

8. REPRESENTATION AND USE OF DESIGN

- a. Customer acknowledges and assumes full responsibility for having obtained legal permission from each company/colleague to reproduce their logo or image included in the design for the purpose of printing these athletic garments.
- b. Pactimo reserves the right to use reproductions of Customers' clothing and may disclose fact that Pactimo provides customer its clothing in Pactimo's advertising (unless Customer notifies Pactimo in writing that such usage is prohibited at the time of placement of the subject order).

9. WARRANTY

- a. Pactimo products purchased directly from Pactimo or an authorized dealer are fully warranted to the original owner against defects in materials and workmanship for the lifetime of the garment.

10. CANCELLATIONS

- a. All orders must be completed within one year of initial order date.
- b. All order cancellations must be in writing and are effective upon Pactimo's receipt.
- c. Deposit refunds for orders which have not been finalized and sent to production are available subject to payment of applicable cancellation charges and return of any outstanding Fit Kits or Quality Sample Kits. All cancellations are subject to the following:
 - i. If order is cancelled within 72 hours of order placement and payment of deposit, a cancellation fee will be assessed which will equal the greater of \$25 or actual design charges incurred.
 - ii. If order cancelled after 72 hours of placement and within ten days of order placement, cancellation charge to Customer will be equal to the greater of \$100 or actual design charges incurred.
 - iii. If order cancelled after ten days of order placement, cancellation charge to the Customer will be the greater of the full amount of the deposit or \$1,000.
 - iv. Orders may not be cancelled after orders are finalized and sent to production and customer is liable for full payment of the order after that point.

11. COLLECTIONS

- a. Pactimo reserves, and Customer grants Pactimo, a first priority security interest in any merchandise provided by Pactimo to Customer in order to secure payments due Pactimo.
- b. Sums not paid Pactimo in a timely fashion shall bear interest at 18% per annum compounded monthly. Customer agrees to pay all Pactimo's costs of collection, including attorneys' fees.
- c. Customer agrees that the exclusive jurisdiction for the determination of any disputes shall be the District Court in and for the County of Arapahoe, State of Colorado, USA, and Customer consents to the jurisdiction of said Court. Provided, however, that the foregoing shall not preclude Pactimo's institution of proceedings against Customer to enforce its right in the courts of the state in which office or any other jurisdiction in which Customer maintains an office or assets.
- d. All returned checks subject to fee of \$30.00.