

Client Terms & Conditions

The following are the terms and conditions upon which Fieldhouse® Inc, a Washington corporation ("Fieldhouse"), agrees to create, set up and manage a custom website for the Client (the "Account"). Fieldhouse and the Account agree to the following terms (the "Terms") and further agree that the Terms can only be modified in writing as provided below. The Account agrees in whole to the terms set forth in this agreement by clicking the respective "I agree" checkbox when signing up for a new store or when purchasing a premium subscription upgrade for an existing store.

1. SERVICES

Fieldhouse shall design, develop, host and operate a web site (the "Web Site") for the Account for fundraising and/or ecommerce purposes in accordance with the terms set forth in this Agreement. Additional definitions are given in exhibit B and are an integral part of this agreement.

1.1 Fieldhouse does not charge a fee for the creation, set up or management of a Fieldhouse Retail Store.

1.2 Fieldhouse shall have the sole discretion to accept or reject Accounts or remove existing Accounts at any time from the Fieldhouse Websites

1.3 Fieldhouse reserves the right to decline the sale of any product or service on the Web Site for any reason.

1.4 Account will receive the commissions as set forth in Exhibit A.

1.5 Tobacco products, drugs, liquor, pornography, firearms, ammunition, or weapons will not be offered or featured on the Web Site.

1.6 Fieldhouse charges the Account a fee for creation and set-up of custom designs for the Web Site (The "Design Fee") The Design Fee amount is determined at time of sign-up or request and varies based on type of design and design style selected by the Account. Design Fees are posted at http://fieldhouse.com/FAQs/customlogos_0117b.pdf

2. RESPONSIBILITIES OF THE ACCOUNT

2.1 The Account will make a good faith effort to promote the Web Site using marketing materials provided by Fieldhouse and/or created by the Account. The Account assumes full responsibility for the accuracy of any marketing materials that the Account chooses to produce and/or distribute.

2.2 Unless agreed to differently in writing, the Account is totally responsible for the delivery and or fulfillment of any and all Client Goods purchased on the Website and holds Fieldhouse harmless in case of non- delivery or non-fulfillment by the Account or one of its representatives.

2.3 Limitations of Damages - in no event shall Fieldhouse or any of its affiliates be liable to any entity for any direct, indirect, special, consequential or their damages including without limitation, any lost profits, business interruption, loss of information related to the use of, or the inability to use the content functions of this website or any linked website.

2.4 Design Fees are due prior to posting the design for sale. Design fees may be paid by credit card or check. As a convenience an invoice for the amount due may be provided to the Account.

2.5 When purchasing products in bulk, the Account is responsible for remitting payment to Fieldhouse prior to the order being processed. Due to the difficulty in estimating shipping costs of not-yet produced products, the initial payment may be a mutually agreed upon partial payment. However, at the discretion of Fieldhouse, the order may not be shipped to the Account until the total payment amount is received by Fieldhouse.

2.6 Other Service fees are set forth in Exhibit A.

3. DESIGNS

In some cases the Account may be responsible for providing to Fieldhouse, logos, photos and other designs (the "Designs") for use on the Web Site and/or Goods.

3.1 "Fieldhouse Designs" are designs created by Fieldhouse.

3.2 "Custom Designs" are designs created by Fieldhouse using artwork provided by the Account.

3.3 Artwork for "Custom Designs" shall be provided to Fieldhouse via email, or via format acceptable to Fieldhouse. File types may need to be in vector art such as Illustrator or Freehand. In some occasions Fieldhouse can use high resolution EPS, TIF or JPG files for single color designs or digital transfers.

3.4 If Custom Designs are not provided in an acceptable format, Fieldhouse may have to recreate the artwork. In this case a quotation for a design re-creation fee will be sent to the Account for approval.

Client Terms & Conditions

3. DESIGNS (Continued)

3.5 The Account grants to Fieldhouse a nonexclusive royalty-free license to use the name of the Account and its Custom Designs for use on the Web Site and the Goods.

3.6 By providing Custom Designs the Account represents that it has the legal right to use the design for such purposes as described herein. The Account shall indemnify, defend, and hold harmless Fieldhouse or its affiliates from and against any and all third-party claims, suits, and liabilities (including all reasonable costs, expenses and attorneys' fees actually paid) arising as the result of the use of any artwork, design, photo, logo or other material provided by the Account.

3.7 All ownership and intellectual property rights for Fieldhouse Designs, including the "look and feel" are and shall remain its property and cannot be used without written approval of Fieldhouse.

4. PROMOTION

Fieldhouse will have the right to announce its partnership with the Account and use the Designs and the Account's name for promotional purposes.

4.1 Term. This Agreement shall be effective starting with the day it is electronically accepted by the account and shall remain in force while the Website is up. The Website and these Terms and conditions may be changed by Fieldhouse from time to time with or without notice. A link to the latest Terms and Conditions is available from the Account's administration menu. The Account is responsible to review this link on a regular basis for changes. Continued use of this site following any change constitutes your acceptance of the change.

4.2 Either party may terminate this agreement in writing for any reason at any time. Upon the expiration or termination of this Agreement, all licenses granted hereunder, and all rights under such licenses will terminate and Fieldhouse will cease all use of the Account's Custom Designs and names.

4.3 Upon termination by either party Fieldhouse will fulfill any outstanding customer orders and pay any commissions owed to the Account as of the date of termination at the next normally schedule cycle. Refund for subscription of a Premium Retail Store will only be made if Fieldhouse initiated the termination. The refund will be made in accordance with paragraph 1.5 and 1.6 above.

4.4 There are no refunds for Design Fees upon termination of the store. The Account will retain ownership of any designs purchased from Fieldhouse.

4.5 This is a non-exclusive agreement. The Account may enter into any agreement with other third party providers of products or services offered by the Web site.

5. INDEMNIFICATION

The Account agrees to indemnify Fieldhouse and its affiliates, and Fieldhouse's and its affiliates' officers, directors, employees, and agents from and against any and all third party claims, demands, liabilities, losses, costs, or expenses, including reasonable attorneys' fees, that arise from: (a) the Account's use or misuse of this Site; (b) the content the Account publishes on this Site; (c) the items the Account list, purchase, offer for sale, or sell on or through this Site; (d) any disputes that may arise with one or more users of this Site, including users of the classified advertisements or "buy and sell" services; or (e) any other breach of this Agreement.

6. OTHER BUSINESS

Fieldhouse may provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. Fieldhouse does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties.

Client Terms & Conditions

7. GENERAL PROVISIONS

The laws of the State of Washington will govern this Agreement. If there is a dispute between the parties relating to this Agreement, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including the attorney fees incurred therein. The parties to this Agreement consent to the jurisdiction and venue of the federal and state courts sitting in Seattle, Washington.

7.1 A party's failure to insist on compliance or enforcement of any provision of this Agreement will not affect the validity or enforceability, or be a waiver of future enforcement, of any provision of this Agreement.

7.2 Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

7.3 Fieldhouse may assign this Agreement or any of its rights or obligations hereunder, upon written notice to the Account to a party that acquires any or all rights or interest in its business.

7.4 If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

7.5 This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes any and all prior representations and understandings, whether oral or written.

Exhibit A

Promotional Products Revenue Commissions Program

- Fieldhouse pays the Account 100% of the Account Mark-Up minus applicable Deductions. Sales tax and shipping are not included in the commission calculations. Commissions are payable when the total owed is greater than \$200.00. The account must be in good standing and must have purchase activity within the previous 6 months in order to be eligible to receive any commissions. Any unpaid rollover amount expires after 12 months of its original rollover date. Payment is made by means of check to the Account address and mailed by the last day of the applicable month. All objections to statements of account rendered by Fieldhouse are waived by the Account unless written notice thereof is given within thirty (30) days of the applicable month. A statement of the Account store activity is available online and can be viewed by logging into the Client Account.
- Payments are made as follows:

Commission Type	Amount Paid to Account	Payment Mailed to Account
Retail Goods	Account Mark-Up amount after Deductions	1Q - April; 2Q - July; 3Q - October; 4Q - January
Client Goods	Sales Price minus the Fieldhouse Transaction Fees after deductions.	Twice monthly: Sales on days 1-15 by end of month Sales on days 16-31 by the 15 th of the following month
Bulk	No commissions.	N/A

- Sales Taxes. Fieldhouse is a Washington State based company and will charge the applicable sales tax for goods and services sold by Fieldhouse and shipped to destinations in the State of Washington.
Client Good Fees.

Client Terms & Conditions

Exhibit A (Continued)

4. Client Good Fees.

4.1 Accounts that choose to sell Client Goods are charged the following fees:

Set-up Fee	Processing Fee	Transaction Fee
\$50 per Item set-up	3.5% per item sold	\$0.50 per item sold

Example: Account sells 700 event tickets for \$28,000 through the Fieldhouse Store: In this scenario, Fieldhouse charges \$50.00 set up plus 3.5% Processing Fee (\$980.00) and a per item transaction fee of \$0.50. (\$350.00) Fieldhouse would send Account \$26,620.00.

4.2 Fieldhouse Client Good set-up, processing and Transaction fees are not refundable for any reason, including if a Client Good sale is canceled by the Account or if the Account fails to fulfill its obligations for any reason.

4.3 If the Account cancels the Client Good event or does not fulfill its obligation Fieldhouse will refund the customers that purchased the canceled Client Good and charge the account for any third party expenses incurred if any.

Exhibit B

Definitions

1. "Fieldhouse Retail Store" or the "Store" means an online store available to the Account.
2. "Sales Price" means the listed price of the Products and Services not including tax or shipping.
3. "Deductions" means any discounts, refunds, credits, returns, cancellations, administrative fees and processing fees.
4. "Fieldhouse Mark-Up" is defined as the % or Dollar (\$) amount added to the vendor Cost of Goods (COGS) before and not including any Account Mark-Up.
5. "Base Price" means the Price of the product before the Account Mark-up.
6. "Account Mark-Up" means the percentage or Dollar (\$) amount an Account selects to mark-up the products over the Base Price. The Base Price plus the Account mark up determine the Sales price of the product. The Account Commissions are paid based on the account mark-up minus any Deductions.
7. "Retail Goods" means no minimum item (s) that are sourced by Fieldhouse and sold on Fieldhouse stores. Exclusions are, but are not limited to: advertising, design services, Fieldhouse Mall and transaction charges.
8. "Bulk Order" means any Fieldhouse Goods sold directly to an Account in quantities of 12 or more and that is quoted as a Bulk Order by Fieldhouse.
9. "Client Goods" are Products or Services typically sourced by the Account and marketed, offered for sale and sold by Fieldhouse through the Fieldhouse Client Good Service.

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