



P.O. Box 2108
 Brownwood, TX. 76801
 325-641-2868 FAX 325-646-9718

Fund Raiser Agreement

Office Use Only	
Fund Raiser ID.	Date

ORGANIZATION INFORMATION

Organization Name			Phone Number		Fed. Tax ID
			()		
Contact Person Name	Applicant DOB	Optional Phone Number		Fax Number	
		()		()	
Mailing Address	City	State	Zip	Email Address	

Terms & Agreements

1. I understand that there is no requirement beyond this application and no purchase of sales or training materials are required to become a Fund Raising Agent for Telecommunications or Electricity. I acknowledge that any purchase of sales aids, training materials or training is strictly voluntary.
2. I, the undersigned Applicant, affirm that I am of legal age in the state of execution of this applicant
3. I understand that this agreement is not binding until received and accepted by DLS-Tel. I agree to timely pay for my products, materials, services or other items that I purchase from DSL-Tel, Inc. In the event that I am delinquent with respect to such payments, I acknowledge that DLS-Tel, Inc. may offset such debt from any monies owed to me under its Compensation Program.
4. I agree that I am a Participant in the Fund Raiser Program and am responsible for my own business and am not representing in any manner, an agent of, legal representative of, or employee of DLS-Tel, Inc. or any party with whom DLS-Tel, Inc. transacts or contracts business, and will NOT be treated like an employee for purposes of and Federal, State or Local statute, regulation, ordinance or other law. I further agree that whatever electric provider, reseller, retailer or wholesaler for consideration of customer acquisition for DLS-Tel, **as a Participant in the Fund Raiser Program** I agree to exclusively offer them telecommunications and electricity through the representation of DLS-Tel only and I agree not to make or attempt to make contact in any way between myself and any or all telecommunications or electric agencies that DLS-Tel represents. I understand that any breach of this understanding will result in the immediate termination of my contract as an agent for DLS-Tel and all current and future commissions. All of my correspondence shall be made through DLS-Tel.

Signature of responsible party

Date _____

5. I may terminate this agreement with proper written notice to DLS-Tel, Inc., as well, DLS-Tel, Inc. may terminate due to any pursuant to its Policies and Procedures or in the event that I breach any part of this agreement. You may cancel within 3 business days from the date signed with proper written notification.

(continued on reverse side)

Signature of Applicant & Sponsoring Agent Information

By Signature below I hereby apply to become a Participant in the Fund Raiser program of DLS-Tel Inc. and have carefully read and agree to abide by all terms and conditions of this agreement, the Compensations Plan, Marketing Plan and the DLS-Tel Policies and Procedures which are incorporated by reference herein. **A participant in this Fund Raising Program has a right to cancel at any time, regardless of reason Cancellations must be submitted in writing to DLS-TEL at its principal business address.**

Signature of Organization Representative	Date	Name of Sponsoring Agent	I.D.

5. I acknowledge that DLS-Tel is not affiliated with any telecommunications carrier company with whom it transacts or contracts business and that my Fund Raiser relationship is with DLS-Tel and not with any telecommunications carrier company with whom DLS-Tel transacts or conducts business.
6. I agree that as a Fund Raiser participant, this agreement with DLS-Tel grants me the limited authority to promote and sell the telecommunications products and services which DLS-Tel markets on behalf of such telecommunications carrier companies, subject to the terms and conditions established by said carriers and/or DLS-Tel from time to time. I understand and agree that during the term of my Independent Agent Agreement with DLS-Tel, I may not be employed by or become a representative, agent or distributor with any telecommunications, electric, and/or cellular or paging carrier who is under a contractual relationship with DLS-Tel. I understand that in the event I choose not to abide by this restriction, DLS-Tel may terminate my distributorship as well as any current and future payments of any kind which may otherwise be owing to me.
6. In the process of selling or otherwise promoting the telecommunications products or services of the various telecommunications carrier companies, I agree that I as a Fund Raiser participant, will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regard the various relationships between the said carriers, DLS-Tel or me and the telecommunication products or services. I specifically acknowledge that I shall not engage in the slamming of a customer. I understand that during any investigation by DLS-Tel with respect to my breach of this agreement and/or DLS-Tel's Policies and Procedures, my distributorship may be suspended by DLS-Tel and any payments which may be otherwise owed to me shall be escrowed until final resolution has been achieved. I acknowledge that in the event of my violation of this Agreement and/or DLS-Tel's Policies and Procedures my distributorship rights may be terminated without further receipt of commissions or payments of any kind.
8. I agree to keep accurate records and shall not engage in or perform in any misleading, deceptive or unethical practices. I further agree to abide by all Federal, State and local laws governing the sale or solicitation of the products and services marketed by DLS-Tel and/or its carriers, including but not limited to, any and all permits and licenses required to perform under this Agreement.
9. Neither DLS-Tel nor any telecommunications carrier companies with whom DLS-Tel transacts or contracts business shall be liable under any circumstances for any damage or loss of any kind including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of any carrier(s) or DLS-Tel, or in the event of discontinuation or modification of a product or service by DLS-Tel or its carrier(s). I understand that the obligations of DLS-Tel and/or its carrier(s) are limited to the performance of best efforts to process customer orders for acceptance and approval of requested services.
10. I acknowledge that DLS-Tel expressly reserves all proprietary rights to the company name, logo, trademarks, service marks (Proprietary Marks) and copyrighted materials. I understand, acknowledge and agree that any monies which I pay to DLS-Tel are in consideration of my receiving a nonexclusive license, during the term of this Agreement, to use the Proprietary marks of DLS-Tel in conjunction with the marketing program provided to me, I further agree that I will not use DLS-Tel's Proprietary marks in any form whatsoever except as permitted in writing by DLS-Tel or in advertising or promotional materials provided, designed or published by DLS-Tel or its carrier(s). I understand that I may not photocopy or duplicate any materials provided by or purchased from DLS-Tel or its carrier(s) without written authorization from DLS-Tel and that the unauthorized use of any Proprietary Mark, whether of DLS-Tel or its carrier(s), is a violation of federal law and this Agreement, constituting grounds for termination of this Agreement by DLS-Tel.
11. I understand that no Attorney General of any State or Regulatory Authorities ever review endorse or otherwise approve any product membership, compensations program of any Marketing Company.
12. I further agree that as a Fund Raiser participant, I am responsible for the payment of all Federal, State, and local taxes, including, but not limited to, self-employment taxes, withholding, unemployment and Social Security taxes, Workers Compensation or any other taxes which may be required in connection with this Agreement.
13. I understand that as a Fund Raiser participant, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and locations of my activities under this Agreement, subject only to the terms of this Agreement and all DLS-Tel Policies and Procedures.
14. I acknowledge that DLS-Tel transacts business as a Marketing Agent for various national and regional telecommunications carrier companies which provide telecommunications products and services to end customers at rates established by DLS-Tel or its carriers and that from time to time those products, services, and rates shall be subject to change without prior notice.
15. DLS-Tel shall periodically make various sales literature and/or promotion materials available. I, however, am under no obligation to purchase any quantities of those materials or literature at any time. Rather, I will have the option to order and purchase any sales literature or promotional materials which I may choose. I further agree that after the purchase and delivery of those promotional materials and sales literature, refunds shall not be allowed under any circumstances, including, but not limited to, termination of this Agreement, obsolescence of such sales literature or promotional materials, or any other reason.
16. Fund Raiser participants' are not required to purchase any telecommunications products or services which are marketed through DLS-Tel by telecommunications carrier company. If, however, I elect to purchase any telecommunications products or services marketed through DLS-Tel on behalf of any telecommunications companies, I agree to pay for such products or services in a timely manner as prescribed by DLS-Tel. If I fail to pay for any products or services so elected within thirty (30) days of the date payment is due, DLS-Tel has the right to terminate the Agreement and apply any compensation otherwise due me to the complete satisfaction of any unpaid balance for such products or services or against any indebtedness owed to me by DLS-Tel.
17. I acknowledge that I have the right to sign up as many personal customers as I wish. For each personal customer signed, I will receive a commission each month from my personal customers' telecommunications in usage payments in accord with the currently valid DLS-Tel Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualifications as set forth by the DLS-Tel Marketing Program and Compensation Plan. I agree that as a DLS-Tel Sales Agent, I shall place primary emphasis upon the sale of telecommunication and electric services to non distributor customers as a condition of my receipt of commissions. Under certain circumstances, commission rates may be adjusted for promotional products or negotiated pricing.
18. I acknowledge that as a Fund Raiser participant, I am not guaranteed any income nor am I assured any profits or success, and I certify that no claims or guaranteed profits or representations of expected earnings that might result from my efforts as a Fund Raiser participant have been made by DLS-Tel or my sponsor. In this connection, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of Fund Raiser participants' is easy to secure or retain, or that substantially all Fund Raiser participants' will succeed.
19. I agree to indemnify and hold DLS-Tel and its telecommunications carrier(s) harmless from any and all claims, losses, damages and expenses, including any attorney fees, arising out of my actions or conduct in violation of this Agreement, the Marketing Plan, Compensation Plan, or any Policy or Procedure of DLS-Tel. I agree that in order to recoup any damages and expenses it has incurred due to such violation(s), DLS-Tel may offset any commissions or other payments due me. In the event a dispute arises between me and DLS-Tel as to our respective rights, duties and obligations under this Agreement, the Marketing Plan, Compensation Plan or the Policies and Procedures of DLS-Tel, it is agreed that such disputes shall be exclusively resolved by an independent mediator. Texas law shall apply to the resolution of all disputes.
20. Agents residing in the States of GA, ND, IN, IA, MI, WV, are limited to \$499.99 in purchases from the company during the first six (6) months of DLS-Tel Agency. Permissible Fund Raiser purchases shall automatically be modified to comply with the exemption requirements set forth in any state laws regulating business opportunities.
21. I acknowledge that I have read and fully understand the DLS-Tel Policies and Procedures, which are incorporated herein by reference and are binding upon me. I further acknowledge that DLS-Tel fully reserves its right to modify the DLS-Tel Policies and Procedures, including its Marketing Plan, Compensation Plan and Business Plan, at any time by providing me with written notification or verbal communication through the DLS-Tel Communications System (DLS-Tel Voice mail system, Fax on Demand), Newsletter or such modifications through a letter from DLS-Tel. I understand that although I may be provided with information concerning DLS-Tel, its business, my Fund Raiser status and other matters by parties other than DLS-Tel, including my sponsor and other DLS-Tel agents, to the extent that any such information conflicts with the terms of the Agreement or the DLS-Tel Policies and Procedures, this Agreement and the DLS-Tel Policies and Procedures, shall be controlling in all cases. For purposes of this Agreement, my address as indicated on the Agreement shall be deemed to be my correct address unless and until written notification of a change of address is provided by me to DLS-Tel.
22. I acknowledge that this Agreement and its Marketing Plan, Compensation Plan and the DLS-Tel Code of Ethics incorporated herein by references, constitute the entire Agreement between the parties hereto, and shall not be modified or amended except in writing signed by DLS-Tel. This Agreement shall be binding upon an insure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of the Agreement is determined by any authority of competence jurisdiction to be invalid or unenforceable in part of in whole for any reason whatsoever, the validity of the remaining provision or portions thereof shall not be affected thereby.
23. In some states, fund raising activities by charitable organizations are regulated. Certain licensing and bonding requirements may therefore be required of a DLS-Tel Independent Agent in some states depending upon the manner in which the DLS-Tel program is marketed. Every DLS-Tel representative is required to investigate the laws in those states in which it is intending to market the DLS-Tel opportunity.
24. I acknowledge that the Compensation Plan is based on current products DLS-Tel is marketing and is subject to change without notice.
25. Notwithstanding termination or expiration of this Agreement, any provision hereof, which, by its context, is intended to survive the termination or expiration hereof, shall so survive.
26. I acknowledge that I will abide by the terms of the Noninterference and Nondisclosure policies of DLS-Tel, which are incorporated in the DLS-Tel Policies and Procedures and referenced herein.
27. During the term of the Independent Agent Agreement, Agents may not, directly or indirectly, sell to or solicit telecommunications services offered by DLS-Tel through any person or entity other than that specifically designated or approved in writing by DLS-Tel. Independent Agents shall not, during their relationship with DLS-Tel and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customers of DLS-Tel or its carrier(s), whether or not the Independent Agent originally procured or brought such a customer to DLS-Tel (such activities are collectively referred to herein as Solicitation). All telecommunications customers solicited by Independent Agent on behalf of DLS-Tel and its carrier(s) are deemed to be customers of DLS-Tel or its carrier(s) and not of its Independent Agents. Independent Agent understands that such non solicitation prohibition shall be strictly enforced and that DLS-Tel's carrier(s) shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to DLS-Tel which in turn is received by Independent Agent. Further, during the term of the Independent Agent Agreement and for a period of one (1) year thereafter, Agent may not enter into a direct marketing relationship with any carrier of DLS-Tel. During the term of this Agreement and for a period of one(1) year thereafter, DLS-Tel independent Agents may not solicit a DLS-Tel Independent Agent, whether active, inactive, individual or entity to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers telecommunications services. Violation of this covenant and condition will result in forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind.

Signature of Agent	Date:
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Fundraiser Statement of Compliance

Office Copy

By affixing my signature hereto, I expressly agree to comply with all provisions of the Code of Ethics and Rules of Conduct pertaining to Customer acquisition. It is agreed that under no circumstances will I switch a customer's long distance service without first obtaining express written permission from said customer.(LOA). I agree the term "slamming" is herein used applies to the practice of switching a telephone customer's long distance without obtaining permission from that customer.

As a Sales Agent (SA), Independent Agent (IA), Organizational Trainer (OT), Regional Agent (RA) or any other position for DLS-Tel Telecommunications, Inc., hereinafter referred to as "DLS-Tel", I hereby acknowledge the practice of "slamming" as herein defined is considered illegal and will result in immediate termination of my Agent Status with DLS and that all further and future commissions, bonuses overrides, and LDU (long distance usage) will be suspended immediately. I further agree that the penalty for "slamming" a customer can be a fine of not less than \$500.00.

DLS-Tel strictly complies with all Federal and State Laws concerning the practice of "slamming" and will not tolerate said practice. If I choose to participate in such practice, I do so with the complete understanding that DLS-Tel, its carriers, or affiliates are in no way responsible for my actions and will be held harmless.

Print Your Name	DLS-TEL ID#
Signature	Date



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