

CAL-NEV-HA DISTRICT OF CIRCLE K INTERNATIONAL ACKNOWLEDGMENT AND AGREEMENT TO RESPONSIBILITIES FOR SALE OF ITEMS

Rules for Clubs Engaging in Item Sales

1. Sales may be made by a Circle K Club only, and not by individuals for separate business interests.
2. Sales may only be for Circle K-related items.
3. A club may sell its items only if the sponsoring Kiwanis club has a sales tax certificate and completes a sales tax report including all Circle K items sold.
4. If a club wishes to advertise and sell an item for the club's cost plus an optional donation, such a sale MUST include a clear statement of the buyer's right and option to pay only for cost. Appropriate documentation must be maintained and available for audit.
5. The Circle K club President and Treasurer, as well as the sponsoring Kiwanis Club President or Advisor, must sign and submit the form below PRIOR to engaging in any sales activity. Circle K-ers or clubs engaging in sales at District events without this agreement are subject to discipline, including but not limited to being sent home without a refund.
6. Circle K-ers and clubs must comply with their college or university's rules and standards for the handling of funds, and misconduct may be reported to the college or university.

In consideration of being allowed to engage in the sale of items at **District Convention 2020**, on behalf of the Circle K Club at _____, we acknowledge, understand, and agree to the following:

1. We have had a full opportunity to review these rules and to ask any questions regarding them.
2. We understand and agree to be bound to these rules.
3. We understand that we have both personal liability and club liability to ensure that appropriate taxes are paid to the California Franchise Tax Board. Clubs coming from outside of California may be subject to additional taxes by their respective states, which will also be paid as necessary.
4. We understand that failure to do so may be considered "conduct unbecoming a Circle K member," which is a basis for discipline, including but not limited to being barred from events, suspension of membership, or removal from membership.
5. We understand that accounts used to collect funds must be organizational, not personal.

6. We understand that if we want to ask for a “donation” to sell at a mark-up, then a purchaser MUST be given the ability to opt out of the donation.

Club President (Print Name)

Club Treasurer (Print Name)

Club President (Signature)

Club Treasurer (Signature)

On behalf of the sponsoring Kiwanis Club of _____, I acknowledge these rules. I have given permission to the Circle K-ers to engage in this activity. I will ensure that these obligations are met. I am authorized to make these promises on behalf of the Kiwanis club, and I agree that the Kiwanis club will defend and indemnify the Circle K District and/or the Kiwanis District in the event of an audit, challenge, claim, demand, or other action by a third party, including but not limited to tax liability and copyright infringement.

Kiwanis Club of _____

Franchise Tax Board Number: _____

Signing Kiwanian (Print Name)

Date

Signing Kiwanian (Signature)