



**CalFlowers has partnered with FedEx Office
to provide our Members with another exclusive benefit!**

*Offering options from black and white prints to displays for your business, FedEx Office can help your company save money on all of your printing needs.
Take a minute and browse the **Print Possibilities** booklet.*

FedEx Office discounts and benefits available to members:

- Over 81% discount off black and white copies *
- Over 53% discount off color copies *
- 15% off all other services related to print
- Access to 2,000 FedEx Offices nationwide
- Free local delivery for most print projects \$25 or more within 30 miles of the production center

* % can change depending on paper choices.

If you have any questions, please reach out to Lani at lani@cafqs.org





Application for Participants in the Northern California Flower Growers & Shippers LLC (CalFlowers) / FedEx Office Corporate Agreement

Please use the same legal name when completing both the account application and the Participation Agreement:

- If you are using a DBA with CalFlowers you must be sure to use that same name on your FedEx Office Application and the Participation Agreement.

TO OPEN A NEW NON-INVOICED ACCOUNT –

Please fill out the company information below and be aware that a non-invoiced account will require the member to pay at the completion of each project.

Company Legal Name: _____

Participant: _____
First Name Last Name

Business Street Address (No P.O. Box): _____

City: _____ **State:** _____ **Zip:** _____

Business Phone Number: _____

Business Email Address: _____

Tax Exempt? ___ Yes ___ No

*This application / agreement is for the purpose of obtaining membership benefits from **Northern California Flower Growers & Shippers LLC (CalFlowers)** and the Fedex Office Program. CalFlowers and its subsidiary will not be held responsible for delayed shipments, lost merchandise, or any damaged/unacceptable merchandise a customer may receive. Furthermore, the undersigned agrees to pay for any and all deliveries under and pursuant to its account whether ordered by the customer or by any person representing the customer.*

The individual signing below represents and warrants that the information provided in this Application / agreement is true and correct. I agree that I have read the above terms and hereby agree to said terms.

I verify that I, the undersigned, possess the authority to enter into this membership agreement on behalf of the Applicant, and I have completed this application truthfully. I agree to abide by the rules and policies of CalFlowers. I understand that if at any time my company's operation no longer meets membership criteria or should my company violate membership policies, the membership, along with its privileges and benefits, may be revoked.

Signature: _____

Print Name: _____

Date: _____ Title: _____

Thank you for applying for a FedEx Office account. Your application will be processed within the next 2-3 business days. Please allow up to 30 days for full processing and account creation.

*If you have any questions, please contact
Lani Conklin at **(831) 479-4912 ext. 2***

Please email or fax your completed Application and Participation Agreement to:

laniconklin@cafgs.org

Fax: (831) 479-4914

Participation Agreement

By and through this Participation Agreement (the "Agreement"), you ("Participant") desire to utilize and purchase certain services and products from FedEx Office and Print Services, Inc. ("FedEx Office"), with principal offices located at 7900 Legacy Drive, Plano, TX 75024, that are available through its retail outlets ("Stores"). The below-listed Contract Holder has executed a binding agreement (the "Master Agreement") with FedEx Office, whereby FedEx Office has agreed to provide Participant discounted pricing, subject to the terms and conditions of the Master Agreement. In consideration of the above, and by clicking "I Accept" below, Participant agrees as follows:

1. **TERM.** The term of this Agreement begins on the Effective Date and continues until termination of the Master Agreement or earlier termination. FedEx Office may immediately terminate this Agreement (i) for failure to pay for Services or (ii) in the event Participant is no longer affiliated with the below-identified Contract Holder.
2. **REPRESENTATIONS.** To receive the discounts contemplated in this Agreement, Participant must pay for Services in accordance with the terms of its FedEx Office charge account or by other method of payment acceptable to FedEx Office.
3. **COPYRIGHT LICENSE.**
 - a. Participant represents and warrants its use of the User Content (defined below) and such use of the User Content by FedEx Office in the performance of the Services, does not and will not violate or infringe the rights of any other person (including copyright, moral rights, and other intellectual property rights and privacy and personality rights) or any applicable laws, and that Participant has all the rights necessary to grant all access, licenses, and use rights set forth above. Our acceptance of any User Content in performance of the Services does not create any obligation for FedEx Office to preserve or retain such User Content, and FedEx Office may, at any time, in its sole discretion and without prior notice to you, delete any such User Content.
 - b. Participant grants to FedEx Office a non-exclusive, royalty-free, perpetual, irrevocable, unrestricted, world-wide right and license to access, use, copy, reproduce, distribute, transmit, display, modify, adapt, publish, translate, create derivative works from, and otherwise use, any User Content or other content that Participant provides to FedEx Office in Participants use of the Services.
 - c. To the maximum extent permitted by applicable law, Participant hereby indemnifies FedEx Office and all of its affiliates, officers, directors, managers, employees, agents, and contractors of FedEx or any such affiliate, from and against all claims, litigation, proceedings, damages, losses, liabilities, penalties, costs, expenses (including, without limitation reasonable attorneys' and defense costs) related to or arising from any processing of any User Content that Participant submits in connection with our Services, or that Participant gives FedEx Office for copying or printing, whether or not Participant or FedEx Office is negligent (whether contributorily or comparatively negligent), or found willful. For the purposes of this Agreement, "**User Content**", images, designs, trademarks, service marks, or other materials submitted by Participant to FedEx in connection with our Products and Services.
4. **CONFIDENTIALITY.** Participant agrees that FedEx Office uses commercially reasonable efforts to prevent unauthorized release of Participant's confidential information.

5. **PARTICIPANT'S OBLIGATIONS.** Participants will identify themselves as Participants under the Master Agreement with each request for the product or services to receive the applicable discount and credit. Participants must provide their FedEx Office discount number charge account number associated with the "Customer" Master Agreement to receive discounted pricing. Participant agrees to be bound by the terms of this agreement and understands that the discount offered under this Agreement cannot be used in combination with other coupons, special offers or discounts. Participant acknowledges that Participant is solely responsible for Participant's obligations under this Agreement, including without limitation, payment for services, all indemnities, representations and warranties. Participant hereby indemnifies and holds harmless the Customer from and against all acts or omissions of Participant.
6. **NON-INFRINGEMENT WARRANTY.** Participant represents that it will not present to FedEx Office any order, which involves the reproduction of materials protected under copyright, patent and/or trademark law unless Participant owns such rights, is an authorized agent of the owner of such rights or has permission to reproduce the materials. Participant will indemnify FedEx Office for all liability, damages, costs and fees FedEx Office incurs (including attorney's fees) for any breach of the above representation or warranty.
7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) ARISING UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE AMOUNT OF LIABILITY OF FEDEX OFFICE TO PARTICIPANT FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED, IN ANY EVENT, THE AMOUNT PAID TO FEDEX OFFICE BY PARTICIPANT FOR THE SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM(S) AROSE.
8. **TERMINATION.** By execution of this Agreement Participant agrees to be bound by these terms and conditions. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the other party. This Agreement automatically terminates upon termination of the Master Agreement.
9. **GENERAL.** Sections 6 and 7 shall survive the termination of this Agreement. This Agreement is supplementary to and modifies the Master Agreement. The terms of this Agreement supersede provisions in the Master Agreement only to the extent that the terms of this Agreement and the Master Agreement expressly conflict. However, nothing in this Amendment should be interpreted as invalidating the Master Agreement, and provisions of the Master Agreement will continue to govern relations between the parties insofar as they do not expressly conflict with this Agreement.

Company Legal Name: _____

Signature: _____

Print Name: _____

Date: _____ Title: _____

Please email or fax your completed Application and Participation Agreement to:

iani@cafgs.org or Fax: (831) 479-4914