
THE SHOP → COMMUNITY COLLECTION APPLICATION FORM

The Pelotonia Shop is now accepting applications from the community to have your fundraising item listed for sale on our site. Through the *Community Collection*, Pelotonia will curate a limited number of Items to share stories and highlight some of the best creations from the community. Any registered Rider, Virtual Rider or Volunteer may apply. Please fill out the form below if you would like to participate.

GENERAL GUIDELINES

- Selection of items is at the sole discretion of Pelotonia.
- Items must be non-perishable.
- All saleable inventory must be provided to Pelotonia in advance of sale and at your expense.
- Items will be listed on the website, at the sole discretion of Pelotonia for a maximum of 90 days.
- 100% of funds collected from Item sales will be applied directly to your Pelotonia profile.
- Any unsold Items will be returned at the end of the listing period.

CONTACT INFORMATION

Name _____ Pelotonia ID _____

Email _____ Phone _____

Mailing Address _____ City _____ State _____

Website _____ Twitter _____

Facebook _____ Instagram _____

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PRODUCT CATEGORY

Art / Illustration	Clothing	Housewares	Paper Goods
Bath / Beauty	Cycling	Jewelry	Pets
Books	Doll / Toy	Knit / Needlecraft	Pottery / Glass / Woodworking

If an appropriate category is not listed, please identify one here:

Description of item to be sold:

Price of item to be sold:

Other information you feel we should know:

For this application to be considered, the following must be included:

- Completed Application Form
- Photos, images, or web links of your fundraising item
- Signed Terms & Conditions page

Please mail or email all documentation to:

Ashley Ellashek
Pelotonia
450 W Broad Street
Columbus, OH 43215
aellashek@pelotonia.org

By completing a Community Collection Application Form, you are certifying that you have read the Terms & Conditions and will adhere to all rules and policies herein.

Printed Name

Signature

Thank you for your interest in the Pelotonia Community Collection. Receipt of your application will be confirmed by email within two weeks of the time we receive it. Please contact us if you do not receive notification.

For more information, please email Ashley Ellashek, Merchandise Manager, at aellashek@pelotonia.org. Thank you for your support and for being part of the Pelotonia community!

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TERMS & CONDITIONS

The undersigned Community Member (referred to herein as the "Community Member" or "you") and Pelotonia hereby agree to the sale of Items selected for resale on a consignment basis.

- 1. Fundraising Items:** Items for sale must be predominantly made and/or designed by the Community Member. Items cannot be simply purchased for resale. Each Item submission must be accompanied by photographs or a web link to images of the Item. Pelotonia reserves the right to decline Items in its sole and absolute discretion, and to request a physical sample of an Item prior to acceptance.
- 2. Pelotonia Trademarks:** Any use of Pelotonia's name, logos, or other trademarks, whether on the item itself or in packaging, promotion, or fundraising, must be approved in advance. Pelotonia reserves the right to decline permission to use its name, logos, or other trademarks, and to impose restrictions on any permitted uses, all in its sole and absolute discretion. Any approved Items that bear Pelotonia's name, logos, or other trademarks may only be sold for the benefit of raising funds for Pelotonia.
- 3. Item Selection:** Fundraising Items may be accepted or declined at the sole discretion of Pelotonia. Item category, quality, price, and shipping cost, along with other Pelotonia merchandise available for sale, will be significant factors in the selection process. A limited number of Items will be chosen on a first-come first-served basis.
- 4. One Item:** Only one Item per registered Community Member will be accepted in the current fundraising period. Each of the Items selected by Pelotonia in its sole discretion for sale under the terms and conditions of this Agreement shall be referred to herein as the "Item" or "Items."
- 5. Item Listing:** Items will be listed on the Pelotonia Shop website for a maximum of 90 days. Any Items that sell out

prior to the end of the 90 day period may remain listed for the duration of the period with a 'Sold Out' notation added, as determined by Pelotonia in its sole discretion.

- 6. Inventory:** All saleable inventory must be provided to Pelotonia in advance of listing the item for sale on the Pelotonia Shop website. Quantity will be mutually agreed upon by Pelotonia and the Community Member. Order fulfillment and shipping will be handled by Pelotonia and/or its partners. Any unsold Items will be returned to the Community Member at the end of the 90-day listing period.
- 7. Deliveries of Items:** You shall deliver the Items, at your sole expense, and all shipments of Items to Pelotonia shall be F.O.B. to the following address: 450 W. Broad St., Columbus, OH 43215 (Pelotonia HQ). You shall inform Pelotonia in writing of a tracking number for each shipment of the Items to the above address and you shall provide Pelotonia with such other information as Pelotonia may reasonably request in order to allow Pelotonia to track and identify shipments of consigned Items under the terms of this Agreement.
- 8. Storage and Care of the Items:**
 - a. Pelotonia shall use reasonable efforts to provide security for the consigned Items at the Location; however, you accept and agree that Pelotonia shall not be responsible for any loss or damage to you, or for any loss, casualty, theft, or damage to the Items, regardless of the cause thereof.
 - b. Title to all Items shall be retained by you except as provided in Section 9 below.
 - c. The Items may be covered by Pelotonia's insurance while at the Location, but Pelotonia shall have no obligation to insure the Items and you shall bear the entire risk of loss or damage to the Items at all times prior the sale of the Items as provided under the terms of this Agreement.

d. Pelotonia has the right, upon written notice to you, to return to you, at your sole expense (F.O.B. Pelotonia's Location), any consigned Items that Pelotonia has not withdrawn from the consignment inventory.

- 9. Title:** You shall retain title to the Item(s) at all times unless and until the Item(s) is purchased and delivered to a purchasing customer. At the time an item is purchased, Pelotonia shall remove the Item from consignment inventory and ship the Item to the customer in a manner consistent with Section 5. Title to the purchased Item(s) shall pass from you to the end customer at the time the customer accepts delivery of the Item(s). Pelotonia shall never hold title to the Items.
- 10. Payment:** 100% of all funds collected through sale of the Item during the 90-day listing period will be applied to the Community Member's profile and fundraising commitment for the current campaign year. If no Items are sold, no funds will be provided. No payment or transfer of funds will be made directly to the Community Member under any circumstances. Pelotonia shall not be bound by the pricing suggested by the Community Member and reserves the right in its sole discretion to change the list price of the Items. Any income tax effects that may arise as a result of the sale and transfer of funds will be recognized by and be the responsibility of the Community Member. Pelotonia recommends that you consult your tax advisor with respect to any tax consequences.
- 11. License:** The undersigned Community Member represents and warrants that they own, or have the right to use, all copyright, design, trademark, and other intellectual property rights in, used in the production of, or otherwise associated with the Item(s) submitted for sale. The Community Member hereby grants Pelotonia a royalty-free, non-exclusive, worldwide license under those

rights to promote, display, and sell the Item(s) for the duration of the Community Collection sale on the Pelotonia Shop website.

- 12. Cancellation:** Pelotonia reserves the right to remove a listing or discontinue sale of an item at any time for any reason.
- 13. Pelotonia's Right to Return Items:** Pelotonia may, at any time and at your sole expense, return to you any Items for any reason.
- 14. Community Member Responsibility:** Community Member will be fully responsible for any loss or damage to his/her property by theft, fire or casualty. Community Member shall be responsible for producing Items that are safe, in compliance with all laws, and free of defects. PELOTONIA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY AND ALL LOSSES OR DAMAGES TO COMMUNITY MEMBER'S PROPERTY AND DISCLAIMS ANY RESPONSIBILITY FOR THE SAFETY AND FITNESS OF ANY ITEMS THAT ARE SOLD PURSUANT TO THIS AGREEMENT.
- 15. Intellectual Property Representations and Warranties:** You represent and warrant that the Items or their use do not infringe upon any patents, copyrights, trademarks, or other intellectual property rights of others, and that there are no suits or proceedings pending or threatened which allege that any Items or the use thereof infringes upon the intellectual property rights of any third party.
- 16. True and Accurate Information:** You represent and warrant the information provided to Pelotonia is true and correct to the best of your knowledge. If false or misleading information is provided, you understand and agree that this would be a breach of this Agreement.

TERMS & CONDITIONS

17. Indemnification:

a. General Indemnification. You shall defend, indemnify, and hold harmless Pelotonia, its officers, directors, employees, counsel, agents, and attorneys-in-fact from and against any claims, demands, liabilities, expenses (including attorneys' fees and costs), or other losses for any injury or damage, including, but not limited to, any personal or bodily injury or property damage, relating to, arising out of, or resulting in any way from any defect in Items. This duty to indemnify Pelotonia and the parties identified in the previous sentence shall be in addition to your warranty obligations.

b. Intellectual Property Indemnification. You shall indemnify and hold harmless Pelotonia, its officers, directors, employees, counsel, agents and attorneys-in-fact from and against all damages and costs incurred by Pelotonia arising from the infringement of any patents, copyrights, trademarks, or other intellectual property rights in the manufacture, use, sale, or marketing of the Items; provided that Pelotonia promptly notifies you of the charge of infringement or legal proceeding.

18. Disclaimer of Warranties and General Release. PELOTONIA PROVIDES ANY AND ALL SERVICES UNDER THIS AGREEMENT "AS-IS". PELOTONIA EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ANY AND ALL WARRANTIES,

WHETHER EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FURTHER, PELOTONIA DOES NOT WARRANT THAT THE FUNCTIONS OF ITS WEBSITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE IN A TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE MANNER. THE UNDERSIGNED COMMUNITY MEMBER HEREBY RELEASES AND FOREVER DISCHARGES PELOTONIA, ITS PREDECESSORS, SUCCESSORS, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS FROM ANY AND ALL ACTIONS, CLAIMS, OBLIGATIONS, DAMAGES, COSTS, EXPENSES, THAT THE COMMUNITY MEMBER HAS OR MAY HAVE HAD, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE SALE OF THE UNDERSIGNED COMMUNITY MEMBER'S ITEM(S).

19. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY EXPENSES, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL,

SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY BUSINESS RELATING TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED (ABSENT MALICIOUS INTENT OR GROSS NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS HEREIN SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

20. Assignment: You shall have no right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Pelotonia. Pelotonia may freely assign its rights under this Agreement without your prior written consent.

21. Choice of Law: This Agreement shall be governed by and construed according to the laws of the State of Ohio with giving effect to its conflict of law provisions. Both parties hereby submit to the exclusive jurisdiction of the federal and state courts of Ohio and to venue of Franklin County, Ohio with respect to any legal actions or claims arising out of or relating to this Agreement.

22. Entire Agreement: Amendment and Modification. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any other agreements, express or implied, between the parties

with respect to the subject matter. This Agreement shall not be amended or modified except by a writing signed by duly authorized representatives of the parties.

23. Relationship of the Parties. Regarding all matters relating to this Agreement, this Agreement creates an independent contractor relationship between the parties. Nothing contained in this Agreement shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) constitute any party, its agents, or employees as employees of any other party or grant any of them the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of any of the other parties for any purpose whatsoever.

24. Severability: If any provision of these terms and conditions is found by any court of competent jurisdiction to be illegal, void, or otherwise unenforceable, then the remaining provisions of this Release will remain in effect and shall be fully enforced.

25. Applications: *Community Collection* Application Forms are also available here: https://pelotonia.org/wp-content/uploads/2020/03/Pelotonia_CommunityCollection_Application.pdf

Signature

Date