

MUSLIM EDUCATIONAL TRUST

P.O. Box 283 10330 SW Scholls Ferry Rd.

Portland, OR 97207

Phone: (503) 579-6621

Website: www.metpdx.org

Fax: (503) 590-0201

Existing Agreement status

through 2021-2022

Type

3 Year Exclusive

Financial Benefit To Your School**Scrip Discount:** 6%**MUSLIM EDUCATIONAL TRUST** (*hereinafter referred to as the "SCHOOL"*)

Thank you for choosing DENNIS Uniform ("DENNIS") to be your SCHOOL's uniform provider. In the spirit of partnership, the SCHOOL agrees that DENNIS will be the SCHOOL's ☐ **Exclusive** ☐ **Non-exclusive** provider of school uniforms. In return, DENNIS agrees to provide the SCHOOL's uniform items listed in Appendix A: School Uniform Program.

Notice of changes to the SCHOOL's Uniform Program must be given to DENNIS (in writing) no later than November 30th of the SCHOOL's current academic year. Changes received and approved before November 30th will go into effect the following academic year.

Appendix B: "How We Work With Schools" outlines DENNIS' standard terms and conditions. A signature below from a SCHOOL representative acknowledges that he/she has read and understands this document and that the SCHOOL agrees to the terms and conditions herein as noted.

I agree to the partnership and confirm the SCHOOL Uniform Program (Appendix A).**Uniform Program:** ☐ No changes ☐ Changes as noted ☐ Changes pending**Enrollment:** ☐ No changes ☐ Changes as noted

Agreement in effect through:

☐ 2020-2021 ☐ 2021-2022 ☐ 2022-2023 ☐ 2023-2024 ☐ 2024-2025

Signature _____ Date _____

Print Name _____ Title _____

DENNIS Representative _____ Date _____

Kameron Griffith

KMG@DennisUniform.com

Thank you for choosing DENNIS!

APPENDIX A *Annual Agreement Review*

I. School Information

MUSLIM EDUCATIONAL TRUST

Contact Name, Position	Contact Email	Primary	Copy	Promo	E-Dist.
Rainia Ayoah, Director of PR	rainia@metpdx.org				
Sahar Bassyoni, Administrator	admin@metpdx.org	✓	✓	✓	

Primary = Primary uniform contact | Copy = Contact will receives a signed copy of the unifom agreement | Promo = Contact receives notice of promotional activities
E-Dist = Contact receives electronic marketing distributions email and flyers

Enrollment Detail

Grade	PS	K	1	2	3	4	5	6	7	8	9	10	11	12		
Girls in Uniform	75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total 75
Boys in Uniform	75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total 75
Total	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Key Dates

School start date: 9/3/2019 _____

Date for any earlier uniform requirements: _____

DENNIS will provide a "Ways to Shop" informational PDF for distribution to your families if needed. We will email it to your "E-Distribution" contact.

Indicate your preference: ☐ Y ☐ N

The "Ways to Shop" information can also be provided as a printed postcard for your incoming new families, if needed.

Indicate your preference: ☐ Y ☐ N Quantity required: _____ Date required: _____

NOTES:

Thank you for choosing DENNIS!



II. School Uniform Program

CUSTOM

Girls

K-12	SWEATSHIRT	
	093000TME067	Sweatshirt 1/4 Zip - Navy w/MET fiberlok
K-12	SWEATSHIRT 9oz	
	090770TME067	Navy Full Zip Hooded w/Muff Pocket w/MET fiberlok

Boys

K-12	SWEATSHIRT	
	093000TME067	Sweatshirt 1/4 Zip - Navy w/MET fiberlok
K-12	SWEATSHIRT 9oz	
	090770TME067	Navy Full Zip Hooded w/Muff Pocket w/MET fiberlok

APPENDIX B *How We Work With Schools*

Thank you for choosing DENNIS Uniform ("DENNIS") as your school's uniform provider. We value the opportunity to work with you and your families.

WHY WE HAVE AGREEMENTS DENNIS has served the nation's best schools since 1920. Our practice is to express in writing the terms and conditions of our partnership. DENNIS Agreements are intended to protect both your SCHOOL and DENNIS from misunderstandings by providing a transparent view of how we conduct business and how we will serve your SCHOOL.

AGREEMENT ANNUAL REVIEW One of the most important service calls DENNIS will make to your SCHOOL follows the back-to-school season. During this service call your DENNIS representative will ask for your feedback on how DENNIS performed. DENNIS will also work together with your SCHOOL to make any program changes you may require for the following academic year.

DENNIS UNIFORM PRODUCT CATEGORIES: There are three (3) distinct DENNIS uniform product categories: (i) **CLASSIC:** These are items identified in our CLASSIC catalog and are classified as non-logged items. CLASSIC items include: walk shorts, pants, polo shirts, sweaters, blouses, shirts, jumpers, skirts and skorts; (ii) **CUSTOM:** These are items exclusively made for and/or ordered to your SCHOOL's specifications. These include all garments with your SCHOOL's logo, as well as specially manufactured, tailored and/or ordered non-logged items. CUSTOM items specific to your SCHOOL are clearly denoted by a checked box in Appendix A of your Agreement; (iii) **COMPLEMENTARY AND SEASONAL:** These are discretionary items such as backpacks, clothing labels, knee patches, shoes, and generic outerwear items. All the items that you select to comprise your uniform program will appear on your SCHOOL's DENNIS webpage and school uniform information sheets. Unless otherwise requested, **COMPLEMENTARY AND SEASONAL** items may periodically be displayed on your SCHOOL's DENNIS webpage as "Optional" items. Your DENNIS representative will work with you to clarify categories and help you put together a uniform program that best suits your requirements.

HOW WE ORDER FOR YOUR SCHOOL: SCHOOLS count on DENNIS to have their uniforms available year-round. DENNIS utilizes a rolling twenty-four (24) month inventory planning strategy that enables us to maintain a satisfactory inventory of your SCHOOL's specific uniform items throughout the academic year. In calculating how many uniform items to manufacture for your SCHOOL, DENNIS bases its estimates on enrollment, grade levels, and past sales history. To ensure even greater levels of accuracy for CUSTOM stock estimates, SCHOOLS are invited to participate in the planning process by determining the maximum quantities of CUSTOM items they feel may be appropriate. SCHOOLS can indicate this in Appendix A of the Agreement. Should a SCHOOL choose to not specify custom inventory amounts in their Agreement, DENNIS estimators will use their best professional judgment to determine quantities.

MAKING A CHANGE TO YOUR UNIFORM PROGRAM: The addition of both CUSTOM and CLASSIC items to an existing uniform program is simple. Your DENNIS representative will guide you through the selection process. The cut-off date for the addition of a new CLASSIC item(s) is April 1 of the SCHOOL's current academic year (for implementation the following academic year). The cut-off date for the addition of a new CUSTOM item, or the removal of or change to an existing CUSTOM item, is November 30 of the SCHOOL's current academic year (for implementation the following academic year). Notwithstanding the foregoing, DENNIS may continue to sell any remaining inventory of removed CUSTOM items during the following academic year until such inventory is depleted. Notice of any of the foregoing must be given to DENNIS in writing.

EXCLUSIVITY: If your SCHOOL chooses an Exclusive Agreement (by selecting the "Exclusive" box on the front page of the Agreement), your SCHOOL commits to purchasing uniform items exclusively from DENNIS. By checking "Exclusive", the SCHOOL is also agreeing to mandate and enforce a uniform dress policy that requires all students to purchase and wear DENNIS uniform products. This excludes outerwear, undergarments, shoes, accessories, head wear, hosiery and spirit wear. The SCHOOL understands and acknowledges that DENNIS's offer of support for any special incentives and benefits is dependent on the SCHOOL's commitment to purchase exclusively from DENNIS during the term of this Agreement.

CHANGES IN ADMINISTRATION: In the event that there is a change in administration at your school, please notify your DENNIS representative. This will allow for a mutual introduction as well as an opportunity for DENNIS to familiarize the new administration with your SCHOOL's uniform program. You agree that should there be any administrative changes, all terms and conditions of the Agreement between the SCHOOL and DENNIS will remain valid and will be honored.

ELECTRONIC COMMUNICATION: DENNIS communicates electronically with its customers whenever appropriate. In Appendix A: School Information, the SCHOOL will provide DENNIS with an email address for a "primary uniform contact". This contact will be the official point person for DENNIS communications (promotions, product changes, Agreement addendums, customer service reports, etc.). In the event that the "primary uniform contact" information changes, the SCHOOL agrees to notify its DENNIS representative within seven (7) business days.

ORDERS: All orders for uniform items (whether online or otherwise) are subject to the acceptance of DENNIS. Payment and delivery terms shall be specified by DENNIS at the time of the purchase order. Additional purchase terms may be specified by DENNIS on our website.

WARRANTY AND LIMITATIONS: DENNIS warrants that the uniform items will be free from material defects in manufacture. If any uniform items have any material defects in manufacture and such material defects are called to the attention of DENNIS prior to any wear or wash of such uniform items, as SCHOOL's or any purchaser's sole remedy and as DENNIS' sole liability, DENNIS will have the uniform item replaced at no charge. The foregoing is the only warranty given with respect to the uniform items. **THE UNIFORM ITEMS ARE OTHERWISE PROVIDED AS IS, AND DENNIS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.** In no event shall DENNIS be liable for: (i) any consequential, special, punitive, incidental, or indirect damages; or (ii) any amounts in excess of the amounts paid to DENNIS under this Agreement. DENNIS is not responsible for nonperformance or delayed performance caused by natural disasters, accidents, acts of war or terrorism, government action, the actions or omissions of vendors or contractors, interruptions in utilities or network services, or any other cause outside of the control of DENNIS.

AGREEMENT Appendix A of your SCHOOL Uniform Agreement identifies the specific DENNIS uniform items that your SCHOOL has selected for its uniform program. It is the SCHOOL's responsibility to review these items carefully for accuracy. When signed, the Agreement, including Appendix A and this Appendix, constitute a binding contract between the SCHOOL and DENNIS. The SCHOOL representative's signature of this Agreement authorizes DENNIS to manufacture and maintain an inventory of all selected items on the SCHOOL's behalf. If the SCHOOL has arranged terms and conditions with DENNIS that are different than those stated in the Agreement, those changes must be clearly hand written on the front page of the original signed Agreement and initialed by your DENNIS representative.

AGREEMENT TERM In the event that the SCHOOL chooses to discontinue using DENNIS as its uniform provider for any academic year following the expiration of the term noted on the first page of the Agreement, notice must be given in writing, and be delivered by certified mail to the SCHOOL's DENNIS representative on or before October 1, 2019 of the prior academic year. If such written notice is not received by October 1, 2019 of the prior academic year, the term of the existing Agreement will automatically be extended for the additional academic year. The SCHOOL acknowledges that the services provided under this Agreement are in direct consideration of the full term of the Agreement and that no early termination is permitted. If the SCHOOL terminates its Agreement early or does not give such required notice, or otherwise declines any CUSTOM items manufactured by or for DENNIS for the SCHOOL, the SCHOOL will be financially responsible for all unsold CUSTOM items inventory. Unless other arrangements are agreed to in writing, the SCHOOL shall be invoiced by DENNIS for the full purchase price thereof. Please note that DENNIS is more than willing to work with the SCHOOL to find ways to economically and reasonably deplete any inventory of CUSTOM items (i.e., through special exclusive sales events, and/or bulk buy-outs at the prevailing retail price less 15%). Payment for bulk purchases of CUSTOM items are due on upon delivery of inventory to the SCHOOL. This is only required for CUSTOM items. A SCHOOL will have no financial obligation for non-logged CLASSIC items.

DENNIS has served schools for nearly a century. During that time we have rarely had a dispute with a SCHOOL that could not be resolved through open communication and dialogue. If legal action should become necessary, the SCHOOL and DENNIS each submit to the jurisdiction of any state, or federal court sitting in Multnomah County, Oregon in any action or proceeding arising out of, or relating to this Agreement and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. The SCHOOL and DENNIS each also agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court. If court proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.

updated 9/30/2019