

EVENT/CAMPAIGN PROPOSAL AND LICENSE AGREEMENT

Make-A-Wish® Greater Los Angeles ("Make-A-Wish") appreciates your interest in holding a fundraising event/campaign to help us grant the wishes of children with life-threatening medical conditions. Please fill out this proposal form and indicate your acceptance of the terms and conditions herein by returning a signed copy to us. If the proposal is approved, we will send you a fully signed copy, at which time your license to use the Make-A-Wish® name and/or Marks will become effective.

Event/Campaign and Contact Information:

Name of contact person: _____

Company (if applicable): _____

Contact Address: _____

Business Phone: _____ Cell phone: _____

E-mail: _____ Fax: _____

How would you describe this fundraising opportunity?

- Event (Party/Golf Tournament/Casino Night etc)
- Cause Marketing Campaign (% or portion of sales)
- Other

Please describe your fundraiser:	
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Do you plan on publicizing the Event/Campaign? ____ Yes ____ No

[**Note:** If "yes," please pay particular attention to paragraphs 4-6 below before signing this proposal.]

Publicity Plan:	
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<p>This fundraiser is: <i>*choose one</i></p>	<input type="checkbox"/> A One-Time Event/Campaign Event Date: Event Time: Event Venue:
	<input type="checkbox"/> Annual Event/Campaign Current year information: Event date: Event Time: Event Venue:
	<input type="checkbox"/> An ongoing opportunity Please note: Contracts for ongoing events/campaign will be made on a six-month basis. After the first six months, the program will be evaluated again, and a new contract will be created. Start Date: End Date:

Fill out the section (A, B or C) that pertains to the TYPE of fundraising activity you are proposing

A) One-Time Event (Party/Golf Tournament/etc.)

Is this event open to the public, or is it a private (company/school or personal) event?	Public Private
Who are your intended audience/participants?	
What is your anticipated attendance?	
Have you had experience doing this type of event previously?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you be soliciting sponsorships?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you be soliciting prizes or auction items?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you expect people outside of Los Angeles county to become involved in the event as participants, sponsors, donors, vendors, or media support?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Fundraising and Events

If answered yes, please explain:	
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B) Cause Marketing Campaign (% or \$ of sales)

What is the % of sales that will be going to Make-A-Wish Greater Los Angeles?	
How often will you submit proceeds to Make-A-Wish Greater Los Angeles?	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> At the end of the contract <input type="checkbox"/> Other (please describe):
Would you like us to promote your campaign on our website and in other outlets? <i>*contingent on anticipated donation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

C) Other (please describe)

Budget Information

Will admission fee be charged? ___ Yes ___ No If so, how much? \$ _____

What % or amount of the fee will Make-A-Wish receive? _____

Will the Event/Campaign generate other types of revenue? _____ Yes _____ No

If yes, what % or amount of that revenue will Make-A-Wish receive? _____

Anticipated total revenue: \$ _____

Anticipated total expenses: \$ _____

Anticipated total donation to Make-A-Wish Greater LA: \$ _____

TERMS AND CONDITIONS

1. Sponsor agrees to provide Make-A-Wish with all of the net proceeds from the Event or Campaign, along with a written accounting of Event/Campaign revenues and expenses (and supporting documentation for any expenses in excess of \$500), in a form acceptable to Make-A-Wish, within thirty (30) days after the Event. Make-A-Wish may audit the Event or Campaign revenues and expenses, if necessary.
2. Make-A-Wish is a licensed chapter of the Make-A-Wish Foundation[®] of America, the owner of certain federally registered and common law trademarks, service marks and trade names including Make-A-Wish, Make-A-Wish Foundation and the swirl-and-star logo (collectively, the "Marks"). If (and only if) this proposal is approved by Make-A-Wish, Sponsor will be granted a non-exclusive license to use the Marks in connection with the Event, although only within the geographic territory served by our chapter, i.e., Los Angeles county.
3. The term of the license granted hereunder shall be from the date Make-A-Wish approves Sponsor's proposal until the conclusion of the Event or Campaign; provided, however, that Make-A-Wish has the right to terminate the license if it determines, in its reasonable discretion that the Event or Campaign is or will likely be injurious to the Marks.
4. Any use of the Make-A-Wish Marks is subject to the prior written approval of Make-A-Wish. Accordingly, Sponsor agrees to submit to Make-A-Wish for approval – prior to the production, distribution, broadcast, or publication thereof – all printed materials, publicity releases and advertising relating to the Event or Campaign that mentions Make-A-Wish or contains the Marks.
5. Sponsor understands and agrees that the Marks: (a) may not be altered in any way, nor may they be sublicensed to any other person; (b) may not be used in connection with any telemarketing or door-to-door solicitations; and/or (c) may not be used in conjunction with terminology that is contrary to Make-A-Wish's mission (including phrases like "terminal illnesses," "dying children," "last wishes," etc.). Sponsor further acknowledges that, because its license to use the Marks is limited to the geographic territory served by our chapter, it may not solicit cash or in-kind donations from persons outside such territory, nor may it use the Marks on the Internet and/or in conjunction with any news wire services without Make-A-Wish's prior written approval.
6. In accordance with standards adopted by the BBB Wise Giving Alliance, Sponsor agrees that any solicitations relating to the Event or Campaign must specify at the point of solicitation, and in a manner acceptable to Make-A-Wish: (a) that Make-A-Wish is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit Make-A-Wish; (c) the duration of the campaign; and (d) any maximum or guaranteed minimum contribution amount.
7. In order to avoid inadvertently jeopardizing existing relationships between Make-A-Wish and its donors, Sponsor agrees to receive approval from Make-A-Wish before soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the Event or Campaign.
8. Sponsor represents to Make-A-Wish that: (a) it will comply with all applicable laws during the planning, promotion and conduct of the Event; (b) all necessary insurance, licenses and permits will be obtained and will be in force through the conclusion of the Event/Campaign; (c) the Event/Campaign will result in no cost or expense to Make-A-Wish whatsoever, unless expressly agreed in writing to the contrary; and (d) it will indemnify and hold Make-A-Wish harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the Event/Campaign.
9. Nothing in this document shall be construed to authorize Sponsor, or any of its employees or representatives, to act as an agent of Make-A-Wish. Thus, for example, Sponsor may not open a bank account in Make-A-Wish's name, nor may it endorse or attempt to negotiate any checks made payable to Make-A-Wish, all of which must be promptly forwarded to Make-A-Wish for processing.

Fundraising and Events

PLEASE REVIEW AND INITIAL THE FOLLOWING POLICIES:

____ I have reviewed the manual and understand and agree to the above terms and conditions for holding a fundraising event to benefit Make-A-Wish Greater Los Angeles.

____ I understand and agree that Make-A-Wish Greater Los Angeles has a \$1,000 minimum guarantee on all third party events.

____ I understand and agree to use the Make-A-Wish name and/or marks (logo) only as specified on page 9 "Revenue Guidelines for External Event Support" and agree to submit all collateral and artwork for approval before publishing.

____ I agree to submit all the proceeds of the event within 30 days of the close of the event.

____ Review for Risk: I understand that external events are NOT covered by the Make-A-Wish insurance policy. I have reviewed our insurance and have determined that our insurance is adequate for this event. In particular, I have considered the issues below.

- o alcohol and drugs
- o crowds
- o fire safety and emergency medical services
- o food and water safety
- o outdoor event concerns
- o automobile transportation

Note: This Special Event/Campaign Proposal and License Agreement will not become effective unless and until it is approved by Make-A-Wish, as evidenced by the signature of an authorized Make-A-Wish representative below.

PROPOSED BY:

Signature of authorized representative of Sponsor

Date

Print Name

Title

APPROVED BY:

APPROVED BY:

Signature of authorized representative of Make-A-Wish Greater Los Angeles

Signature of authorized representative of Make-A-Wish Greater Los Angeles

Print Name

Print Name

Title

Title

Date

Date