

SPECIAL EVENT PROPOSAL AND LICENSE AGREEMENT

Make-A-Wish® Orange County and the Inland Empire ("Make-A-Wish") appreciates your interest in holding a fundraising event 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 Marks will become effective.

Name of Contact Person: _____

Company (if applicable): _____

Contact Address: _____

Business Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

How would you describe this fundraising opportunity?

- Event (Party/Golf Tournament/Carnival, etc) Toy/Backpack/Gift Card Drive
 Cause Marketing (% of sales) Other

Event Name	
Fundraiser Description	
This fundraiser is: (Check One)	<input type="checkbox"/> A One-Time Event Month: Date: Year: Time: Event Venue:
	<input type="checkbox"/> Cause Marketing (An Ongoing Opportunity) Please note: Contracts for ongoing events will be made on a maximum of a three-month basis. After the first three months, the program will be evaluated again and a new contract will be created. Start Date: End Date:

Do you plan on publicizing the Event? ____ Yes ____ No

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

SECTION 1: ABOUT YOUR FUNDRAISER

Fill out the section (A or B) 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?	<input type="checkbox"/> Public <input type="checkbox"/> Private
Who are your intended audience/participants?	
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
Are there ways that you expect people outside of Orange, Riverside and San Bernardino counties might become involved in the event as participants, sponsors, donors, vendors, or media support?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Would you like us to promote your event?	<input type="checkbox"/> Yes <input type="checkbox"/> No

--OR--

B) Cause Marketing (% of sales)

What is the % or \$ amount of sales that will be going to Make-A-Wish?	
How often will you submit proceeds to MAW?	<input type="checkbox"/> Monthly <input type="checkbox"/> At the end of the contract <input type="checkbox"/> Other (please describe):
Would you like us to promote your campaign?	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 2: DESCRIBE YOUR FUNDRAISER

Please describe your event/campaign exactly the way you would like us to describe it on our website, Facebook, calendar postings etc. You are welcome to attach a preliminary press release for our approval as well.

How to attendees RSVP for the event? Is there a cost?

SECTION 4: PROPOSED BUDGET*

This section must be completed in order for your event to be approved.

Expenses	Dollar Amount		Revenue	Dollar Amount
Items to Sell			Ticket Sales/ Entry Fees	
Advertising			Sponsorships	
Printing & Signage			Raffle	
Decorations			Auction	
Venue Rental			% of Proceeds (ex: \$1/ticket sold)	
Food/Beverage			Sale of Goods (ex: bake sale/T-shirts)	
Security				
Entertainment				
Postage				
Insurance				
Awards/Gifts				
Equipment Rental				
Total Expenses			Total Revenue	
<i>Total Revenue minus Total Expenses = Net Proceeds</i>				
<i>Total donation to Make-A-Wish® Orange County and the Inland Empire</i>				

Anticipated total revenues: \$ _____

Anticipated total expenses: \$ _____

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

*Please note, while our chapter sincerely appreciates donations in any amount, requests to use the Make-A-Wish name and/or logo or activities that require staff or volunteer involvement onsite will not be approved without a minimum guaranteed contribution of \$1,500 or more.

SECTION 5: LICENSE AGREEMENT

Terms and Conditions

1. Sponsor agrees to provide Make-A-Wish with all of the net proceeds from the Event, along with a written accounting of Event 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 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., Orange, Riverside, and San Bernardino Counties.
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; provided, however, that Make-A-Wish has the right to terminate the license if it determines, in its reasonable discretion, that the Event is or will likely be injurious to the Marks.
4. Any use of the 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 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 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.
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; (c) the Event 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.
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.

WE ARE DEEPLY GRATEFUL TO YOU FOR PROPOSING THIS EVENT TO BENEFIT THE MAKE-A-WISH FOUNDATION. IT IS BECAUSE OF CARING PEOPLE LIKE YOU THAT WE HAVE BEEN ABLE TO BRING HOPE, STRENGTH AND JOY TO SO MANY SPECIAL CHILDREN IN THIS AREA OVER THE YEARS. THANKS FOR HELPING US MAKE WISHES COME TRUE!

[Note: This Special Event 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.]

Please review and **initial** the following policies:

____ I have reviewed the "Special Event Agreement" agreement and specifically understand and agree to the "License Agreement" on page 6 of this agreement.

____ I have reviewed, understand and agree to the logo use policies listed on page 6 of the "Special Event Manual" 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.

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

____ I have read and understand the "**Adopt-A-Wish®**" agreement listed below.

PROPOSED BY:

APPROVED BY:

*Signature of authorized representative
of Event Host*

*Signature of authorized representative
of Make-A-Wish*

Print Name

Kara Bautch
Print Name

Title

Director of Brand Advancement
Title

Date

Date

Adopt-A-Wish® Agreement:

An *Adopt-A-Wish®* donation is a donation that equals \$7,500 or more. The *Adopt-A-Wish* designation is a way to acknowledge a gift, however gifts are not treated as restricted gifts or scholarships for accounting purposes. Once a minimum of \$7,500 donation is received, the chapter will work with the donor to choose a recently completed wish that they would like to adopt. In return, the donor will receive an *Adopt-A-Wish* plaque or desk frame as recognition of the donation.

The chapter does not provide names of adopted wishes until after the funds are received. Wish children are not required to meet their donors. Wishes do not cost exactly \$7,500 each – this amount is an average cost of cash expenses involved in our wishes. While the *Adopt-A-Wish* donor will be the only donor adopting a particular wish, others may be contributing in-kind items to support that wish.

Nothing in this agreement shall be construed to authorize the adopting organization or any employee or representative of the adopting organization to act as an agent of Make-A-Wish.

The following information will be included in each *Adopt-A-Wish* plaque, including a thank you panel to the donor:

- First name, Age, Diagnosis of the Wish Child
- Wish, why the child selected that wish, highlights of the wish
- Photo