



SPECIAL EVENT PROPOSAL AND LICENSE AGREEMENT

The Make-A-Wish Foundation of Southern Florida appreciates your interest in hosting an event to help us grant the wishes of local children who have life-threatening medical conditions. Please complete this Proposal and Licensing Agreement 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 Foundation name and Marks will become effective.

Sponsor and Event Information

Sponsor: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Name of Contact Person: _____ Daytime Phone: _____

Event Name: _____

Event date(s): _____

Event location(s): _____

Briefly describe the event: _____

What participation/ resources, if any, do you request from the Make-A-Wish Foundation? _____

Do you plan on publicizing the Event? Yes No If yes, how/where? _____

[Please note that all publicity mentioning the Make-A-Wish Foundation name is subject to the Foundation's prior written approval.]

Budget Information

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

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

Will the event generate other types of revenue? Yes No

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

Anticipated total revenue: \$ _____

Anticipated total expenses: \$ _____

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

Terms and Conditions *(please initial each area)*

_____ Sponsor agrees to provide Make-A-Wish Foundation 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 the Make-A-Wish Foundation, within thirty (30) days after the event's completion. The Make-A-Wish Foundation may audit the Event revenues and expenses, if necessary.

_____ In order to keep fundraising and administrative costs to a minimum, the Make-A-Wish Foundation of Southern Florida does not contract with professional solicitors.

_____ Unless specifically pre-arranged, documented and signed by all parties prior to the event date, payment of all event expenses is the sole responsibility of Sponsor.

_____ The Make-A-Wish Foundation of Southern Florida 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 the Make-A-Wish Foundation, 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. (Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, Indian River, Okeechobee, Highlands, Monroe, Hendry, Glades, Collier and Lee. Our biggest cities include Miami, Fort Lauderdale, West Palm Beach, Stuart, Port St. Lucie, Vero Beach, Fort Pierce, Key West, Naples, and Fort Myers.)

_____ The term of the license granted hereunder shall be from the date Make-A-Wish Foundation approves Sponsor's proposal until the conclusion of the event; provided, however, that Make-A-Wish Foundation 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.

_____ Any use of the Marks is subject to the prior written approval of the Make-A-Wish Foundation. Accordingly, Sponsor agrees to submit to the Foundation 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 Foundation or contains the Marks.

_____ 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 Foundation'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 the Make-A-Wish Foundation's prior written approval.

_____ 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 the Make-A-Wish Foundation: (a) that the Foundation is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit the Foundation; (c) the duration of the campaign; and (d) any maximum or guaranteed minimum contribution amount.

Terms and Conditions continued *(please initial each area)*

_____ In order to avoid inadvertently jeopardizing existing relationships between Make-A-Wish Foundation and its donors, Sponsor agrees to receive approval from Make-A-Wish Foundation before soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the event.

_____ Sponsor represents to Make-A-Wish Foundation 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 Foundation whatsoever, unless expressly agreed in writing to the contrary; and (d) it will indemnify and hold the Foundation harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the event.

_____ Nothing in this document shall be construed to authorize Sponsor, or any of its employees or representatives, to act as an agent of the Make-A-Wish Foundation. Thus, for example, Sponsor may not open a bank account in the Foundation's name, nor may it endorse or attempt to negotiate any checks made payable to Make-A-Wish Foundation, all of which must be promptly forwarded to Make-A-Wish Foundation 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 OUR COMMUNITY OVER THE YEARS.
THANK YOU 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 The Make-A-Wish Foundation of Southern Florida, as evidenced by the signature of an authorized chapter representative below.]

PROPOSED BY:

APPROVED BY:

*Signature of authorized representative
of Sponsor*

*Signature of authorized representative of
Make-A-Wish Foundation of Southern Florida*

Print name

Print name

Title

Title

Date

Date