

FUNDRAISING AGREEMENT



Wounded Warriors of Collier County, Inc. (“WWCC”), is a 501(c)3 nonprofit whose mission is to assist with the needs of Veterans and their families, with a focus on education, housing, and mental health. The vision of WWCC is to ensure no veteran is left behind in our county.

This Fundraising Agreement (“Agreement”) dated as of is [DAY of MONTH YEAR] between WWCC and the individual, group, or entity (the “Organizing Group”) conducting an approved fundraiser (“Fundraising Event”) for WWCC mutually enter into this agreement under the terms and conditions set forth herein.

1. WWCC will review the Organizing Group’s individual event proposal within five (5) business days of submission and will notify the Organizing Group by email concerning approval of the Fundraising Event.
2. Nothing in this Agreement creates a joint venture, partnership, principal-agent, employer-employee or similar relationship between WWCC and the Organizing Group, or any members of the Organizing Group. The Organizing Group shall comply with all applicable federal, state, and local laws and regulations relating to charitable solicitations and promotions and tax obligations. This Agreement represents the entire understanding of the parties and cannot be amended or modified, except in writing and signed by both parties hereto.
3. Organizing Group agrees that it acquires no ownership rights in WWCC’s logos under the terms and conditions of this Agreement. Organizing Group agrees that WWCC is the sole owner of all rights, title and interest in and to WWCC’s logos and that all rights that may be acquired using WWCC’s logo(s) under the terms and conditions of this Agreement shall inure to the sole benefit of WWCC. Organizing Group agrees to use the name and logo in accordance with the charitable nature of WWCC.
4. WWCC hereby grants the Organizing Group a limited, non-exclusive right to use the name “Wounded Warrior of Collier County” and WWCC supplied materials featuring WWCC’s logo (collectively, “WWCC’s Trademarks”) in promotional materials related to the Fundraising Event. WWCC reserves the right to revoke and refuse the use of the WWCC name, materials and trademarks at any time.
5. All collateral, promotional and marketing materials including, but not limited to social media (“Marketing Materials”), relating to the Fundraising Event must meet the following standards: (a) This phrase shall appear conspicuously on entry forms or other

material received by every participant, observer, or donor of the Fundraising Event: “This promotion is sponsored by the Organizing Group, which is solely responsible for its fulfillment. The ‘Wounded Warrior of Collier County’ name and logo is used by permission.”; (b) state that the WWCC is the benefiting organization; (c) state that more information about WWCC may be found by visiting the website at www.wwcollier.org or by calling WWCC at 239-302-1800; and (d) state the actual or anticipated percent or portion of sales, admission price or other proceeds that will benefit WWCC.

Organizing Group agrees that the Fundraising Event may not involve any third-party trademarks, products, persons or endorsement that may damage the reputation of WWCC, conflict with the mission of WWCC, or damage the goodwill associated with WWCC’s Trademarks.

6. Organizing Group may only use the Licensed Trademarks in conjunction with the phrases such as “to benefit” or “to support”; for example, “Fundraising Event to benefit Wounded Warrior of Collier County.” You may not imply or state that you represent or are employed or sanctioned by WWCC.
7. WWCC reserves the right to review and approve or deny any Marketing Materials prior to their production, publication, distribution, or sale. Organizing Group agrees to submit designs, samples, descriptions, or other materials requested by WWCC to review and approve or deny proposed Marketing Materials. WWCC, in its sole discretion, may reject any Marketing Materials; require Organizing Group to recreate, alter, or revise the Marketing Materials; and/or require you to resubmit for approval any such Marketing Materials.
8. The Organizing Group shall pay, and cause third parties to pay, to WWCC all contributions due under this Agreement no later than thirty (30) days after the end of the Fundraising Event. The event contribution may be submitted by mail to WWCC headquarters located at 4851 Tamiami Trail North, Suite 200, Naples, FL 34103-3098.
9. Organizing Group agrees to indemnify, defend, and hold harmless WWCC, its affiliates and their respective officers, directors, employees and agents, from and against any claims, damages and liabilities (including reasonable attorney’s fees) arising out of (a) the breach of this Agreement, (b) the performance or failure to perform its obligations in association with any Marketing Materials, (c) any third party claims that Marketing Materials used by Organizing Group infringes, misappropriates or otherwise violates any trademark, service mark, trade name, trade dress, trade secret, copyright, patent, right of publicity, right of privacy or any other intellectual property right, (d) any property damage, personal injury, or death proximately caused by Organizing Group at the Fundraising Event, and (e) any actions brought against WWCC by a regulatory agency

that arise out of Organizing Group's violation of any federal, state or local laws, regulations or ordinances.

10. Organizing Group expressly understands and agrees WWCC's insurance will not cover Organizing Group and any Fundraising Event held by the Organizing Group nor will the WWCC be listed as an additional insured on any Fundraising Event.
11. This Agreement is binding upon and inures to the benefit of each of the parties hereto and their successors and assigns; provided, however, neither party may assign or transfer (including, without limitation, by operation of law) this Agreement, including the rights and obligation hereunder, without prior written consent of the other party, and any such attempted assignment or transfer shall be null and void.
12. WWCC may terminate this Agreement at any time and for any reason in WWCC's sole discretion. Organizing Group shall have five (5) calendar days after expiration or the earlier termination of this Agreement to sell or dispose of all Marketing Materials and items bearing WWCC's Trademarks.

In witness whereof, the parties hereto have executed this Agreement on this day and year, first written above by affixing their respective signatures below.

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|----------------------------|-------|----------------|-------|
| _____ | _____ | _____ | _____ |
| Organizing Group Signature | Date | WWCC Signature | Date |
| _____ | | _____ | |
| Organizing Group Title | | WWCC Title | |