SPECIAL EVENT PROPOSAL
AND LICENSE AGREEMENT

Make-A-Wish® Arizona ("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.

Sponsor and Event Information

Event Name: _____

Sponsor: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Contact Name: _____ Phone: _____ Email:_____

Event Date, Time, & Location: _____

_____

Briefly Describe the Event:

_____
_____
_____

What participation or resources, if any, do you request from Make-A-Wish?

_____

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.]

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 generate other types of revenue and, if so, what % or amount of that revenue will Make-A-Wish receive? _____

Anticipated total <u>revenues</u>: $ _____

Anticipated total <u>expenses</u>: $ _____

Anticipated total <u>donation</u> to Make-A-Wish: $ _____

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 Arizona 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., Arizona.

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.]

PROPOSED BY: APPROVED BY:

_____   _____
Signature of authorized representative   *Signature of authorized representative*
of Sponsor   *of Make-A-Wish Foundation*

                                                 Elizabeth R. Reich

_____   _____
Print name   Print name

                                                 President/CEO

_____   _____
Title   Title

_____   _____
Date   Date