

SPECIAL EVENT PROPOSAL AND LICENSE AGREEMENT

Make-A-Wish® Illinois 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

Sponsor: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____ Work Phone: _____

Fax: _____ Email: _____

Has your organization planned an event for Make-A-Wish before? Yes ☐ No ☐

Event Information

Event Location(s): _____

Event Address: _____

Date(s): _____ Time(s): _____

Please Circle: ONE TIME EVENT or ONGOING

Briefly describe the event (Please attach a description of your idea or plan if space does not allow for relevant details. Please note that this information may appear on the Make-A-Wish Web page if approved):

Based on the nature of the Event, are any of the following required?

Insurance ☐ Permits ☐ Liability Releases ☐

If so, have you secured these documents: Yes ☐ No ☐ Comments: _____

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.]

If yes, please indicate how you will publicize the event:

Press Release ☐ Posters ☐ Flyers/Handouts ☐ Advertisements ☐ Other ☐

Comments: _____

As described in paragraph 4, we require you to submit to us for approval all printed material and advertisements promoting your event before they are distributed. Please forward your event promotion materials to your Foundation contact at least 48 hours in advance of when you need them. Due to the number of external events held each year, the Public Relations Manager will not be able to make personal media phone calls nor write communication pieces for your particular event.

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 revenues: \$ _____

Anticipated total expenses: \$ _____

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

Thank you for supporting Make-A-Wish Illinois through your event. The **budget form attached** to this agreement provides information on the expenses and revenue of your event. We ask that you please fill the form out in its entirety.

(Note: This form needs to be returned with signed license agreement for event approval. By completing this form it will help us identify areas where Make-A-Wish may be able to assist in minimizing expenses for maximum donation potential as well as help our staff understand all that your event encompasses. In addition, Make-A-Wish requires post event financial reporting and advance preparation of this form will greatly assist us in completing this requirement. If you have any questions on this form, please contact your Make-A-Wish liaison and they will be glad to help complete the form.)

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. ____ (initials)
2. Make-A-Wish Illinois is a licensed chapter of Make-A-Wish® America, the owner of certain federally registered and common law trademarks, service marks and trade names including Make-A-Wish, 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 (the state of Illinois). ____ (initials)
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. ____ (initials)
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. ____ (initials)
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. ____ (initials)
6. In accordance with standards adopted by the Better Business Bureaus (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. ____ (initials)
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. ____ (initials)
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. _____(initials)

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. _____(initials)
10. If you are underwriting the cost of a child's wish (Adopt-A-Wish[®] program), you: (a) **may not** use the child's picture(s) or last name(s) on a company, group, or individual web page, press release, or ad; (b) **may not** use the child's last name even if it is disclosed to you throughout the Adopt-A-Wish process (c) providing that Make-A-Wish has advised you that the child and his or her family has consented, you may use the child's picture and FIRST NAME ONLY in a company or group's internal newsletter. _____(initials)

WE ARE DEEPLY GRATEFUL TO YOU FOR PROPOSING THIS EVENT TO BENEFIT MAKE-A-WISH. 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
of Sponsor*

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

Print name

Print name

Title

Title

Date

Date