

**Make-A-Wish Northeastern & Central California & Northern Nevada (“Make-A-Wish”) greatly 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. Please type or write your answers in the grayed-in areas below. You can move around the electronic version by using your tab key between boxes. To mark a “yes” or “no” in the box, press the space bar.**

**Sponsor and Event Information**

**NAME OF EVENT:** \_\_\_\_\_

**EVENT ORGANIZER:** \_\_\_\_\_

Sponsor: (Company or Individual hosting the event)	
Address:	
Phone:	
Fax:	
Name of contact person:	
Contact's primary phone:	
Contact's E-mail:	
<u>Date and location:</u> Please enter a one-time event date or a range of event dates <u>as well as</u> location of event:	
Briefly describe the Event:	

Do you plan on publicizing the Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>[Note: If "yes," please pay particular attention to paragraphs 4-6 below before signing this proposal.]</b>
Please describe how you will be publicizing the event:	

**Budget Information**

Will admission fee be charged?	<input type="checkbox"/> Yes <input type="checkbox"/> No  If so, how much? \$
What % or amount of the fee will Make-A-Wish receive?	
Please describe what other types of revenue will be generated and what % or amount of that revenue Make-A-Wish will receive:	
Anticipated total revenues:	\$
Anticipated total expenses:	\$
Anticipated total net donation to Make-A-Wish: *Qualifying benefits on page 3	\$

**Other Event Information**

Is there anything else you would like us to know about your event?          
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1. Sponsor agrees to provide Make-A-Wish with a predetermined amount 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. **Sponsor agrees to provide Make-A-Wish with the name (first, last) and email address of all event donors, so that Make-A-Wish may send each donor a thank you. Information should be submitted prior to event date, no later than 14 days following event.**
3. Make-A-Wish is a licensed chapter of the Make-A-Wish<sup>®</sup> 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.
4. 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.
5. 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.
6. 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.
7. 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. In addition, all such solicitations shall specify that written information about Make-A-Wish is

available by calling 916-437-0206 (Sacramento office) or by visiting the website at [www.necannv.wish.org](http://www.necannv.wish.org).

8. 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.
9. 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.
10. 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.

***[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 Make-A-Wish® NE CA & NNV CEO*

\_\_\_\_\_  
Print Name

*Debbie Hurst*  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

*COO and VP of Finance*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Once license agreement is approved, Make-A-Wish will provide you an appeal code that must be referenced on all net proceeds from your event. Thank you very much!***

***Appeal Code:*** \_\_\_\_\_