

THIRD PARTY EVENT AGREEMENT

This Third Party Event Agreement (this "**Agreement**") is between Make-A-Wish Foundation® of Canada- Toronto & Central Ontario Division (the "**Foundation**") and the event organizer (the "**Organizer**") identified below, regarding the planning and coordination of the Proposed Fundraising Event (the "**Event**") identified below. The parties agree to engage in the activities and to perform the obligations detailed in this Agreement, according to the terms and conditions outlined herein.

EVENT ORGANIZER CONTACT INFORMATION

Company Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____ Country: _____

Primary Contact Name: _____

Telephone: _____ Fax: _____

Email: _____

Company URL: _____

Logistics Contact (if different from above)

Logistics Contact Name: _____

Telephone: _____ Fax: _____

Email: _____

Proposed Fundraising Event:

Name of Event: _____

Start Date: _____ End Date: _____

Event Location: _____

Event Description: _____

Estimated event revenue: _____

TERMS AND CONDITIONS

1. **THIRD PARTY EVENT RULES.** Neither party to this Agreement, in any situation, whether within or outside the parameters of the Event Details, shall be deemed to be nor identify themselves as the spokesperson for or the representative of the other party. All press releases, advertisements, marketing and communication materials and other materials produced to publicize the Event or any other activity or event contemplated in this Agreement must first be approved by the Foundation. The Organizer shall not engage in any conduct in relation to the Event and other events and activities contemplated in this Agreement that may be injurious to the Foundation or its goodwill and trademarks, as determined by the Foundation in its sole discretion.

The Organizer shall comply with the following rules and any such other rules as the Foundation shall establish from time to time applicable to the use of the Foundation logo and trademark and publications pertaining to the activities and programs of the Foundation:

(i) "Make-A-Wish" shall be printed only with the hyphens as indicated in this clause. "Make-A-Wish" shall be printed only in all capital letters, or with the capitalization of letters as indicated in this clause.

(ii) The Organizer shall not print variations of "Make-A-Wish", including any terms in the form of "Make-A-_____".

(iii) The Organizer shall not refer to children as "terminally ill" or "dying". The Organizer may refer to children as suffering from "life-threatening illnesses".

(iv) The Organizer shall not contact any sports teams, celebrities, or corporations to solicit support for or participation in the Event, except with the written consent of the Foundation, which the Foundation may withhold if it determines in its sole discretion that such contact may harm existing relationships between the Foundation and such sports teams, celebrities or corporations.

2. ACTIVITIES AND EVENTS. The Foundation and the Organizer agree that the Organizer shall organize the Event and to contribute such other funds, materials and support and otherwise perform the obligations set out as "Event Details" in Schedule A attached hereto, and the Foundation shall undertake the activities and otherwise perform the obligations set out as "Foundation Activities" in Schedule A attached hereto. Notwithstanding the foregoing, all obligations of the Foundation hereunder shall be subject to the approval of the Board of Directors of the Foundation.

The Organizer shall be responsible for all costs and expenses of the Event and any other activity and event contemplated in this Agreement, unless the Foundation provides express written agreement to pay for specific costs. The Organizer hereby indemnifies the Foundation against all debts, liabilities, costs and expenses incurred in the planning, coordination and conduct of the Event and any other activity and event contemplated in this Agreement and any costs and expenses in using or reproducing the logo or trademark of the Foundation for any matter connected with such Event, events or activities.

The Organizer shall notify the Foundation in writing of any changes to the Event Details and to the Start Date, End Date and Event Location identified above, which notification shall be provided as early as possible after the Organizer becomes aware of such changes. The Foundation shall be entitled to terminate this Agreement immediately, in its sole discretion, upon any changes to the Event Details, the Start Date, or the Event Location.

3. PROMOTIONAL BENEFITS. The Organizer shall be permitted to use the trademarks and logo of the Foundation on materials produced to promote the Event undertaken pursuant to this Agreement. The Organizer shall be permitted to use the Foundation's trademarks and logo only with the written consent of the Foundation to the specific proposed use of the trademarks and logo, and subject to the Foundation's policies regarding use of the trademarks and logo.

The Organizer shall be permitted to respond to media inquiries regarding the Event. The Organizer shall direct all media inquiries regarding the Foundation, its activities and programs, and its involvement and participation in the Event, to the Foundation.

4. TERM AND TERMINATION. This Agreement shall have a term that commences on the date that this Agreement has been executed by both parties hereto, and shall expire after the End Date of the Event and after all obligations and covenants hereunder have been satisfied and completed (the "Term"). This Agreement may be terminated at any time by either party upon one (1) months' written notice, subject only to such pre-approved expenses, publicity and other commitments existing pursuant to this Agreement at the time of such termination. Upon the breach of any rules or terms of this Agreement, the party that is not in breach may terminate this Agreement immediately by providing written notice to the party in breach, and in such event the party in breach shall remain liable for pre-approved expenses, publicity and other commitments existing at the time of such termination, at the sole discretion of the party not in breach.

5. MONETARY CONTRIBUTIONS. All sponsorship fees and monetary donations and contributions payable by the Organizer to the Foundation (collectively, "Monetary Contributions") must be paid in total within **sixty (60)** days from the earlier of the date of invoice or execution of this Agreement or as agreed between the parties. Unless otherwise explicitly stated herein, all Monetary Contributions paid are non-refundable. If the Organizer fails to make any payment described in this agreement on or before the due date, all of the Organizer's rights under this Agreement may be terminated without further notice and without refund of monies paid. If the Organizer cancels the Event, such cancellation shall be considered a default on its part, the provisions of this agreement shall apply, any monies paid prior to the cancellation will be retained by the Foundation as liquidated damages.

6. INDEMNITIES AND LIMITATION OF LIABILITY. Each party shall be responsible for its own employees, contractors, affiliates and the like (collectively, "Employees"). Each party shall indemnify the other for any liability resulting from the gross negligence or wilful misconduct of its own Employees (except to the extent attributable to the other party's Employees). Other than for its indemnification obligations above, in no event shall either party be liable to the other for direct or indirect damages in excess of the fees paid or payable hereunder. It is the responsibility of each of the parties to maintain proper insurance coverage for its property and liability.

7. INSURANCE. The Organizer shall, at its own cost and expense, take out and keep in full force and effect insurance coverage including (i) all-risks insurance upon property at the Event, and (ii) public liability and property damage insurance including personal injury liability and contractual liability with respect to the Event, which insurance shall be obtained on a comprehensive basis with inclusive limits of not less than two million dollars (\$2,000,000) or such higher limits as the

Foundation may reasonably require from time to time. The Organizer shall take out and keep in full force and effect any other form of insurance as the Foundation shall reasonably require from time to time in form, in amounts and for insurance risks against which a prudent organizer of the Event would insure. At the request of the Foundation, the Organizer shall add the Foundation as a named insured under any policy of insurance required pursuant to this Agreement.

8. PERMITS. The Organizer represents to the Foundation that the Organizer has obtained any and all permits, licences, registrations and all other authorizations and approvals (collectively the "Permits") and paid all fees required from and by any and all governments, agencies and other authorities applicable to the Event. The Organizer acknowledges that the Foundation is not responsible to obtain any such Permits or to pay any such fees in respect of the Event, and the Organizer hereby agrees to indemnify the Foundation against any such fees and against any costs or penalties imposed on the Foundation for any failure to obtain any required Permits in respect of the Event. The Foundation may, but is not obligated to, request certified copies of any or all Permits obtained by the Organizer in respect of the Event and any further certifications or assurances that the Foundation may request in its sole discretion, and the Organizer covenants to provide all such Permits, certifications and assurances upon receiving such a request from the Foundation.

9. OBSERVANCE OF LAWS. Each party shall abide by and observe all applicable laws, rules and regulations, and ordinances of any applicable government authority.

10. FORCE MAJEURE. Neither party is to be liable to the other for failure to perform any obligation under this Agreement if and so long as the failure is caused by, without limitation, war, insurrection, riot, fire, explosion, flood, strike, lock-out, third party injunction, acts or regulations of national, provincial or local governments, act of God, or any other cause beyond the control of the parties.

11. AGREEMENT TO TERMS, CONDITIONS, AND RULES. The Organizer agrees to observe and abide by the foregoing terms, conditions, and rules, and by such additional terms, conditions, and rules made by the Foundation from time to time in respect of the Event, including but not limited to, those contained in this Agreement.

12. GENERAL PROVISIONS. This Agreement, including any schedules and exhibits hereto, supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof; no party has relied on any representation, arrangement, understanding or agreement, whether written or oral, not expressly set out in this Agreement. Nothing in this Agreement shall create a partnership or establish a relationship or principal and agent or any other fiduciary relationship between the parties.

The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this Agreement.

The rights of either party under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The Organizer submits to the jurisdiction of the courts of Ontario to determine all issues whether at law or in equity arising from this Agreement.

****Right to Withdraw:** Make-A-Wish® may at any time withdraw the right to use its name for fundraising or other purposes and the right to conduct fundraising and/or a fundraising event if it deems that the quality of the Event is or will be injurious to Make-A-Wish® or the Marks. In the event that Make-A-Wish® withdraws, the event in its name and all such activities shall cease and be discontinued.

AGREEMENT

By the signature below, the individual signing this agreement represents that he or she has been authorized to execute this Agreement on behalf of the Organizer.

ACCEPTED AND AGREED:

Event Organizer

Event Approved by Make-A-Wish®

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
EVENT DETAILS

Event Time: _____

Event Details: _____

Request for Foundation involvement: _____

How are you promoting the event? _____

