

## MAKE-A-WISH® TORONTO & CENTRAL ONTARIO

### STUDENT EVENT AGREEMENT

#### EVENT ORGANIZER CONTACT INFORMATION

**School/Organization Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Organizer Names:** \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Faculty/Administration Contact Name:** \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*This event has been approved by:* \_\_\_\_\_ *Date:* \_\_\_\_\_

#### **Proposed Fundraising Event:**

Name of Event: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Event Location: \_\_\_\_\_

Event Description: \_\_\_\_\_  
\_\_\_\_\_

Fundraising Objectives: \_\_\_\_\_

*All funds contributed for the benefit of the Foundation must be delivered to the Foundation within 60 days after the Event.*

ACCEPTED AND AGREED subject to the terms and conditions attached hereto:

**Make-A-Wish® Toronto & Central Ontario**

School/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

This Make-A-Wish® Foundation of Toronto & Central Ontario (the "**Foundation**") is a charity registered in Ontario, with the objective of granting wishes to children with life threatening illnesses. The Foundation will grant a licence to the school/organization and the organizers identified on the front of this form (the "**Organizers**") to use the name, logo and trademark of the Foundation for the events and activities identified on the front of this form (the "**Event**"), subject to the following terms and conditions.

1. ACTIVITIES AND EVENTS. The Organizer shall be responsible to organize and to pay for all costs for the Event, except for costs that the Foundation agrees to pay explicitly in writing, but including all unforeseen expenses and liabilities and any third party claims. The Organizer indemnifies the Foundation against all costs, expenses, claims, fines and penalties related to and arising from the Event. **THE ORGANIZER IS RESPONSIBLE TO ENSURE THAT THE EVENT IS CONDUCTED IN A MANNER THAT IS SAFE FOR ALL PARTICIPANTS.**

2. ADDITIONAL ACTIVITIES. The Organizer is entitled to use the name and trademark of the Foundation only in connection with the components of the Event that have been identified to the Foundation. The Organizer must notify the Foundation of any changes or additions to the Event. The Organizer shall not use the name, logo or trademark of the Foundation in connection with any event or activity other than those identified on the front of this form, unless the Organizer obtains the prior written consent of the Foundation.

3. PERMITS AND INSURANCE. The Organizer is responsible to ensure that the Event complies with all applicable laws, regulations, by-laws and rules. The Organizer is responsible to obtain and to pay for any and all permits and permissions from government bodies, schools and other organizations that are necessary for the Event, and any insurance appropriate for the Event.

4. PROMOTIONS. The Organizer must provide to the Foundation copies of all posters, brochures and other materials related to the Event, and shall not post or circulate such materials without the prior approval of the Foundation.

5. PUBLICITY RULES. The Organizer shall comply with the following rules and any such other rules as the Foundation shall establish from time to time regarding the name and publicity 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.

6. NOTICE. All communications required between the parties shall be delivered by way of the contact information on the front of this form and shall be deemed to have been given when delivered.

7. TERMINATION. The Foundation may terminate this agreement at any time when (i) the Organizer makes any changes to the Event without the approval of the Foundation; (ii) the Organizer does anything that would harm the reputation of the Foundation; or (iii) the Organizer otherwise violates any of these terms and conditions. If the Foundation terminates this Agreement, the Organizer will immediately cease using the name of the Foundation and use its best efforts to retrieve all materials with the Foundation's name related to the Event. The Organizer will continue to be responsible to remit to the Foundation all funds that have been given to the Organizer as donations to the Foundation.