

**OPERATION BBQ RELIEF®
THIRD PARTY FUNDRAISER AGREEMENT**

This agreement, (the "Agreement") is hereby entered into by Operation BBQ Relief ("Organization" or "OBR") and a third party (the "Third Party") requesting to host, hold, or effectuate a "Third Party Event" fundraiser for the benefit of Organization.

"ORGANIZATION": OPERATION BBQ RELIEF® or OBR®

ORGANIZATION ADDRESS: 22720 JOE HOLT PARKWAY, PECULIAR, MO 64078

TELEPHONE: (844) 627-7353 **E-MAIL:** INFO@OBR.ORG **WEBSITE:** WWW.OBR.ORG

ORGANIZATION CONTACT PERSON: David Marks (610-564-0885); dmarks@obr.org

FULL LEGAL NAME OF "THIRD PARTY": _____

THIRD PARTY FEIN or TAX PAYER ID NUMBER: _____

THIRD PARTY ADDRESS: _____

THIRD PARTY PRIMARY TELEPHONE: _____

THIRD PARTY WEBSITE: _____

THIRD PARTY CONTACT PERSON NAME: _____

THIRD PARTY CONTACT PERSON PHONE: _____

THIRD PARTY CONTACT PERSON EMAIL: _____

THIRD PARTY EVENT NAME: _____

DATE OF EVENT (include date range if applicable): _____

DESCRIPTION OF EVENT: _____

LOCATION OF THE EVENT: _____

DONATION STRUCTURE (describe basis of donation to be made to the Organization) _____

DONATION PAYMENT SCHEDULE (Check the applicable box):

Advance payment of _____ due to the Organization _____ days after execution of this Agreement.

Payment of all donations accrued due to the Organization 30 days after the end of Event.

Other (explain schedule): _____

PAYMENT PROCEDURE AND REPORTING: Third Party shall be responsible for handling all monies in connection with the Event. All donations accrued in connection with the Event shall be sent to the Organization by check at the Organization address listed above. With each payment, Third Party shall include a reasonably-detailed calculation of the donation due to the Organization for such payment.

REQUEST PERMISSION TO USE THE FOLLOWING MARKS (check all that apply):

Organization name Organization logo Organization website Other: _____

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- The marks selected above (“Licensed Marks”) may be used by Third Party during the term of this Agreement for the sole purpose of promoting the Event and in compliance with the Operation BBQ Relief Brand Standards document (available upon request from marketing@obr.org). This limited, revocable, non-exclusive license may be revoked, terminated, or voided by Operation BBQ Relief at any time, for any reason, with immediate effectiveness in Operation BBQ Relief’s sole discretion.
 - Third Party must obtain written pre-approval from Operation BBQ Relief prior to using any Operation BBQ Relief logos, trademarks, Licensed Marks, name, or other intellectual property or identifiers prior to any use of the same by third party whether such use is in printing, distribution, publication, display, or use, any and all promotional materials and scripts of all statements, oral or written, to be made by Third Party, its agents or spokespersons, which use or refer to any Licensed Marks.
 - Event materials and statements must state that the Licensed Marks are trademarks of the Organization and must be consistent with both parties’ outstanding public images.
 - The use of the Licensed Marks is governed by this section and the Terms & Conditions below.

PROMOTION OF THE EVENT: Third Party agrees to promote the Event as follows: _____

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- All promotional and sales materials advertising the Event must state the exact dollar amount or percentage of retail price of all monies from the Event that will be donated to the Organization in clear, unambiguous and readily identifiable fashion.

SPECIAL TERMS/ADDITIONAL OBLIGATIONS/OTHER (if any) : _____

Terms & Conditions

1. Organization. The Organization is a non-profit organization exempt from federal income tax pursuant to Internal Revenue Code section §501(c)(3).
2. Term. The term of the Agreement shall commence on the Effective Date and shall terminate 30 days after the end of the Event; provided that the provisions of Sections 4.B., 6, 7, 8, 9, 10, 12, 15 and 17 herein shall forever survive termination of this Agreement to the maximum extent permitted by the broadest applicable law(s).
3. Operations and Costs. The parties acknowledge and agree that Third Party will be solely responsible for conducting the Event and for all operational aspects of the Event including, but not limited to, the safe and lawful conduct of the Event and ensuring that the Event is conducted in a professional manner befitting the parties’ respective outstanding public images. Third Party shall be solely responsible for all costs and expenses associated with the Event.
4. Licensed Marks. (A) The Organization grants to Third Party a revocable, limited, non-exclusive license to use the Licensed Marks during the term of this Agreement subject to the terms herein and above. Third Party is prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks to any other person, entity, or business. In the event of a breach of this Agreement by Third Party, Organization may require the removal of the Licensed Marks at any time from any materials developed in connection with the Event. The Organization

and Third Party agree that all right, title and interest in and to the Licensed Marks shall inure to the sole benefit of the Organization. (B) Third Party grants to the Organization a limited, non-exclusive license to use the Third Party name and logo provided by the Third Party for the sole purpose of acknowledging the Event; provided, however, that any other use by the Organization of intellectual property rights owned by Third Party requires Third Party's prior written consent. **The rights granted herein can be, without notice, immediately and forever revoked, voided, and terminated by Organization if Third Party does anything, whether by action or omission to act, that injures or may be perceived to injure the reputation of Organization, at that time or in the future.**

5. Promotion. Third Party shall be solely responsible for promoting the Event and may do so in the manner and to the extent agreed upon in advance with the Organization. Third Party shall provide to the Organization access to and right to use any database of consumer information generated through the Event, without charge, to the extent permitted by applicable law or otherwise.

6. Permission to Link. The Organization may grant Third Party permission to provide a link from its website to the Organization's website. The Organization reserves the right to withdraw such permission at any time in the future, but any such withdrawal shall not terminate or otherwise modify this Agreement. Upon termination of the Event or this Agreement, whichever is earlier, and in the event such permission to link is granted to Third Party, Third Party shall have 14 days to remove the above-referenced link from its website.

7. Compliance with Laws. Both Operation BBQ Relief and Third Party agree to comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances relating to the (i) Event, (ii) its activities under this Agreement, and (iii) this Agreement.

8. **RELEASE: THIRD PARTY HEREBY AFFRIMATIVELY RELEASES OPERATION BBQ RELIEF FROM ANY AND ALL CLAIMS ASSOCIATED WITH THIS AGREEMENT AND THE EVENT, AT LAW OR IN EQUITY, except to the extent required by applicable law. In no event will OPERATION BBQ RELIEF be liable to Third Party on any legal theory for any special, incidental, consequential, punitive, reputational, lost profits, or exemplary damages arising out of this Agreement, the Event, any activities leading up to the event, or thereafter, even if OPERATION BBQ RELIEF has been advised of the possibility of such damages. OPERATION BBQ RELIEF's maximum aggregate liability for any claims pertaining to, or arising out of, this Agreement and/or the Event, and in connection with the either party's exercise of the rights granted hereunder, shall not exceed one hundred dollars (\$100.00).**

9. **INDEMNITY. THIRD PARTY AGREES TO INDEMNIFY AND HOLD OPERATION BBQ RELIEF HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT THE OPERATION BBQ RELIEF MAY INCUR BY REASON OF (A) THE THRD PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (B) ANY CLAIM(S) OR LAW SUIT(S) BROUGHT BY ANYONE THAT IS NOT A PARTY TO THIS AGREEMENT ARISING OUT OF, OR IN CONNECTION WITH, (I) THE THIRD PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR (II) ANY SERVICE OR PRODUCT SOLD OR PROVIDED BY THE THIRD PARTY IN CONNECTION WITH THE EVENT.**

10. Insurance. In addition to any other insurance that Third Party must maintain under this Agreement, Third Party shall maintain, during the term of this Agreement, commercial general liability insurance, or personal general liability insurance if appropriate, in the amount of \$1,000,000.00 per occurrence, which covers liability for bodily injury, property damage, death and advertising injury arising in connection with the Event. Third Party shall name OPERATION BBQ RELIEF as Additional Insured on all insurance policies required under the terms of this Agreement solely with respect to the Event.

11. Default and Early Termination. Either party may immediately terminate this Agreement for convenience by written notice thereof to the other party. In the event of an early termination, the parties shall proceed in a commercially reasonable manner and in good faith to facilitate a professional separation. All money raised for (or in the name of) Operation BBQ Relief is the property of Operation BBQ Relief and becomes the property of Operation BBQ Relief the moment the donation is made. Following termination pursuant to this clause, all donations and donated money must be transmitted to Operation BBQ Relief within 10 days of termination. The provisions of this Section 10 shall not preclude the parties from seeking any other remedies available to them under this Agreement and applicable law.

12. Audit Rights. Third Party agrees to maintain accurate and complete financial records regarding the Event and to do so in accordance with applicable law and agrees that the Organization may with 10 days' prior notice conduct an audit of such records during regular business hours at any time reasonably requested by the Organization.

13. Relationship of Parties. The parties to this Agreement are not joint venturers, co-venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement.

14. Entire Agreement. This Agreement supersedes any prior understandings or oral agreements between Third Party and the Organization regarding the subject matter hereof and constitutes the entire understanding and agreement of such parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between Third Party and the Organization regarding the subject matter hereof other than those set forth herein.

15. Assignment. No party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement, or any rights or obligations hereunder, without the prior written consent of the other parties, which shall not to be unreasonably withheld. Any attempt to assign this Agreement in contravention of this Section 14 shall be void and of no force and effect.

16. Notices. Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via facsimile with receipt confirmed; or (ii) the next business day following deposit with a reputable courier service for overnight delivery. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.

17. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the state of Missouri without regard to the conflict-of-laws rules or statutes of any jurisdiction. The federal and state courts located in Cass or Jackson county in the state of Missouri shall have exclusive jurisdiction over all claims relating to this Agreement. Both Parties hereby consent to the personal, subject matter, and any other jurisdictional considerations of the state and federal courts located within Cass or Jackson Counties in the state of Missouri.

18. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

This agreement is executed in consideration of the mutual promises of Organization and Third Party contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party by their signature below. By executing this Agreement, Third Party and Organization agree to be bound by all of the terms and conditions of this Agreement. The signers of this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement, including the Standard Terms & Conditions, and have full power and authority to sign and bind their respective entity, company, person, or organization.

EFFECTIVE THIS __ DAY OF _____, ____ (the "Effective Date").

OPERATION BBQ RELIEF

("Organization")

("Third Party" Legal Name)

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____