

OPERATION BBQ RELIEF®
THIRD PARTY AGREEMENT

“ORGANIZATION”: OPERATION BBQ RELIEF®

CITY, STATE, ZIP: 22720 JOE HOLT PARKWAY, PECULIAR, MO 64078 TELEPHONE: (844) 627-7353 E-MAIL: INFO@OBR.ORG

WEBSITE: WWW.OBR.ORG ORGANIZATION CONTACT: David P. Rosen, Esq. (917-751-2194); drosen@obr.org

FULL LEGAL NAME OF “THIRD PARTY”: _____

THIRD PARTY ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: () - _____ FACSIMILE: () - _____

WEBSITE: _____ THIRD PARTY CONTACT: _____

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:

- 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.

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

- Organization name Organization logo Organization website Other: Proud To Support OBR Logo Graphic

- 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.
- Third Party will present to Organization for its approval (which approval shall not be unreasonably withheld), prior to 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.

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

- 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 : _____

INSURANCE: Third Party shall obtain all insurance necessary for the safe and lawful conduct of the Event, including, without limitation, any insurance requirements set forth on page 2 of this Agreement. Not later than 30 days prior to the Event, Third Party shall provide the Organization with a certificate of insurance evidencing the insurance coverage required under this Agreement.

By executing this Agreement, Third Party agrees to be bound by the Standard Terms and Conditions as set forth on Page 2 of this Agreement, which are hereby incorporated herein as if set forth in their entirety. 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 for and bind their respective organizations.

EFFECTIVE THIS ___ DAY OF _____, ____ (the “Effective Date”).

OPERATION BBQ RELIEF

 (“Organization”)

 (“Third Party”)

By: **DRAFT**
Name/Title: David P. Rosen, Esq. CLO

By: _____
Name/Title: _____

STANDARD TERMS AND 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 shall forever survive termination of this Agreement.
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 limited, non-exclusive sublicense to use the Licensed Marks during the term of this Agreement. Third Party shall be prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks. 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. Third Party agrees to comply with all laws relating to the promotion and conduct of the Event and its activities under this Agreement, including, without limitation, all consumer and other disclosure requirements. Third Party further agrees to file all appropriate registrations and post all necessary bonds, and obtain all permits, releases, consents, licenses and approvals, necessary for promoting and conducting the Event.
8. **RELEASE: THIRD PARTY HEREBY AFFIRMATIVELY RELEASES OPERATION BBQ RELIEF FROM ANY AND ALL CLAIMS ASSOCIATED WITH 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 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 Third 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. [Additional Third Party insurance requirements: _____N/A_____.]
11. Default and Early Termination. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting 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. In the event of an early termination due to a breach by the Organization, the Organization shall be entitled to all donations due under this Agreement up to the date of termination. In the event of an early termination due to a breach by Third Party, the Organization shall be entitled to all donations due under this Agreement up to the date of termination, including, but not limited to, the full guaranteed minimum donation or full flat donation, as the case may be. 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.

STANDARD TERMS AND CONDITIONS

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 by and construed in accordance with the laws of the State of MISSOURI. Any dispute arising out of or in connection with this Agreement shall be filed and heard in the state or federal courts of the State of MISSOURI, and the parties consent to the exclusive jurisdiction of such courts.
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.