



AWARENESS BUILDING, EDUCATION, AND/OR FUNDRAISING EVENT PROPOSAL PROCESS

paws4people®, Inc. is a Virginia nonstock corporation. paws4people is a 501c3 public charity and eligible to receive tax-deductible charitable gifts. paws4people encourages organizations and individuals to check with a tax professional for the deductibility of any and all charitable gifts to paws4people.

The Mission of paws4people is educating and empowering people to utilize Assistance Dogs to transform their lives.

We specialize in training Assistance Dogs for two general groups: children and adolescents with physical, neurological, psychiatric, and/or emotional disabilities; and Veterans and Service Members with Chronic/Complex Post-Traumatic Stress Disorder (C-PTSD), Traumatic Brain Injuries (TBI), Military Sexual Trauma (MST), and Moral Injury.

We also train, certify, and place Facility Dogs with professionals and volunteers who will use those Dogs to provide educational instruction or therapeutic interventions, medical or environmental aid, methodologies to students with "special needs," or support to individuals with a physical, neurological, or psychological disability.

paws4people will review each individual or group awareness building, education, and/or fundraising event proposal within ten (10) business days of its submission, and will notify the individual or group by email with its decision on the proposed event within thirty (30) days.

AWARENESS BUILDING, EDUCATION, AND/OR FUNDRAISING EVENT

Upon paws4people's written approval of an event ("Event"), the individual or group (the "Event Organizer") will conduct such Fundraising Event under the under the terms and conditions set forth herein ("Event Agreement").

1. Nothing in this Event Agreement creates a joint venture, partnership, principal-agent, employer-employee, or similar relationship between paws4people and the Event Organizer or any members of the Event Organizer.
2. paws4people hereby grants the Event Organizer a limited, non-exclusive right to use one or more the following names: "paws4people®," "paws4people® foundation," and/or "paws4vets™;" and paws4people-supplied materials featuring one or more of the logo associated with the name(s) (collectively, "Service Marks") in promotional materials related to the Fundraising Event. paws4people reserves the right to revoke and refuse the use of the Service Marks at any time and in its sole discretion.
3. Event Organizer agrees that paws4people is the sole owner of all right, title, and interest in and to the Service Marks. Event Organizer agrees to use the Service Marks in accordance with the charitable nature of paws4people. Event Organizer agrees that it acquires no ownership rights in the Service Marks under the terms and conditions of this Event Agreement. The use of the Service Marks under the terms and conditions of this Event Agreement shall inure to the sole benefit of paws4people.
4. Event Organizer agrees that it will not challenge or otherwise interfere with paws4people's exclusive ownership of the Service Marks, nor seek to oppose, cancel, or otherwise interfere with any trademark, service mark, trade name or domain name application or registration filed by paws4people with any governmental agency anywhere in the world, for use in connection with any events, goods or services whatsoever.

5. Event Organizer agrees that it will not file any application to register any of the Service Marks, or any derivations thereof, as a trademark, service mark, trade name, or domain name, with any governmental agency anywhere in the world, for use in connection with any events, goods, or services whatsoever.
6. All collateral, awareness building, and/or educational materials including, but not limited to social media ("Event Materials"), relating to the Event must meet the following standards:
 - A. This phrase shall appear conspicuously on Event Materials received by every participant, observer, or donor to the Event:

This promotion is sponsored by the Event Organizer, who/which is solely responsible for its fulfillment. The paws4people®/paws4people® foundation/paws4vets™ names and logos are used by permission.

- B. state that the paws4people is the benefiting organization
 - C. state that more information about paws4people may be found by visiting the website at <https://paws4people.org/>
 - D. state the actual or anticipated percent or portion of sales, admission price, or other proceeds will benefit paws4people.
7. Event Organizer agrees that the Event may not involve any third party trademarks, products, persons, or endorsement that may damage the reputation of paws4people, conflict with the mission of paws4people, or damage the goodwill associated with the Service Marks.
8. Event Organizer shall pay, and cause third parties to pay, to paws4people all contributions due under this Event Agreement no later than thirty (30) days after the end of the Fundraising Event. The Event contribution must be submitted by mail to paws4people headquarters in Wilmington, NC using the Event Donation Form at this link:
<http://paws4people.org/wp-content/uploads/OnlineDonationForm.pdf>
9. Each Event Organization for him/herself, his/her heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily consent to the following statements:
 - A. agrees to indemnify paws4people, Inc., its Trustees, officers, employees, volunteers, students, agents, insurers, attorneys, subsidiaries, single member limited liability companies, affiliates, partners, sponsors, predecessors, successors, representatives, and assigns, in their official and individual capacities from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs, or expenses, including attorneys' fees and costs, which arise out of, occur during, result from, by reason of, or relate to:
 - 1) breach of this Event Agreement;
 - 2) performance or failure to perform its obligations in association with any Event Materials;
 - 3) third party claims that Event Materials used by Event Organizer infringes, misappropriates or otherwise violates any trademark, service mark, trade name, trade secret, copyright, patent, right of publicity, right of privacy, or any other intellectual property right;
 - 4) property damage, personal injury, and/or death proximately caused by Event Organizer at the Event; and/or
 - 5) actions brought against paws4people by a regulatory agency that arise out of Event Organizer's violation of any federal, state or local laws, regulations, or ordinances.
 - B. releases, acquits, and forever discharges paws4people, Inc., its Trustees, officers, employees, volunteers, students, agents, insurers, attorneys, subsidiaries, single member limited liability companies, affiliates, partners, sponsors, predecessors, successors, representatives, and assigns, in their official and individual capacities, of and from any and all liability whatsoever, including but not limited to any claims, demands, actions, causes of action, costs, damages, expenses (including hospital and medical expenses), losses, and attorneys' fees and costs, which arise out of, occur during, result from, by reason of, or relate to:

- 1) breach of this Event Agreement;
 - 2) performance or failure to perform its obligations in association with any Event Materials;
 - 3) third party claims that Event Materials used by Event Organizer infringes, misappropriates or otherwise violates any trademark, service mark, trade name, trade secret, copyright, patent, right of publicity, right of privacy, or any other intellectual property right;
 - 4) property damage, personal injury, and/or death proximately caused by Event Organizer at the Event; and/or
 - 5) actions brought against paws4people by a regulatory agency that arise out of Event Organizer's violation of any federal, state or local laws, regulations, or ordinances.
- C. agrees that this Release and Indemnification are intended to be as broad and inclusive as permitted by the laws of the State of North Carolina. In the event that any provision contained within this Release and Indemnification shall be deemed to be severable or invalid, or if any term, condition, phrase or portion thereof shall be determined to be unlawful or otherwise unenforceable, the remainder of it shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court finds that any provision of this Release and Indemnification is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. Event Organizer expressly understands and agrees paws4people's insurance will not cover the Event Organizer nor the Event held by the Event Organizer. Event Organizer has or will secure appropriate insurance coverage for itself, the venue owner, paws4people, and for the Event in amounts necessary for its type, scope, persons involved, and attendant risks.
 - A. the Event Helper offers low cost insurance for events: <https://www.theeventhelper.com/src/progressive>
 - B. the Event Organizer provides contact information, Event venue location, and basic details about the Event.
 - C. the Event Organizer includes its/his/her name, the name of the owner of the Event venue location, and paws4people as additional named insured.
 - D. the Event Organizer reviews and purchases policy with credit card.
 - E. the Event Organizer downloads or receives an email with certificate of insurance.
 - F. the Event Organizer provides a copy of the certificate of insurance to paws4people.
 11. The Event Organizer shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, charitable solicitations and promotions and tax obligations.
 12. The Event Organizer understands and agrees that paws4people is not permitted by law to allow the Event Organization to use paws4people's tax identification number, its tax exempt determination, or its charitable solicitation license(s) to solicit sponsorships or donations for the Event.
 13. This Event Agreement represents the entire understanding of the parties and cannot be amended or modified, except in writing and signed by the authorized representative of each party hereto.
 14. This Event Agreement is binding upon and inures to the benefit of each of the parties hereto and their successors and assigns; provided, however, neither party may assign or transfer (including, without limitation, by operation of law) this Fundraising Event Agreement, including the rights and obligation hereunder, without prior written consent of the other party, and any such attempted assignment or transfer shall be null and void.
 15. This Event Agreement shall be in effect for a period no longer than six (6) months unless earlier terminated by paws4people at any time and for any reason in paws4people's sole discretion by giving the Event Organizer written notice. The Event Organizer shall have five (5) calendar days after expiration or the earlier termination of this Event Agreement to return all Event Materials and items bearing the Service Marks to paws4people or disposed of in the manner directed by paws4people.

16. This Event Agreement shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws, provisions, or the actual state or country of residence of the Event Organizer or the location of the Event venue.

The parties hereto have executed this Event Agreement on the day, month, and year that the Event Organizer clicks or checks "I agree" or other similar terms on the paws4people website indicating the Event Organizer's assent hereto.