



FUNDRAISING EVENT PROPOSAL PROCESS

paws4people®, Inc. ("p4p") is a Virginia nonstock corporation. p4p is a 501c3 public charity and eligible to receive tax-deductible charitable contribution. p4p encourages organizations and individuals to check with a tax professional for the deductibility of any and all charitable donations to p4p.

The Mission of p4p 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), and Military Sexual Trauma.

p4p will review each individual or group 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.

FUNDRAISING EVENT AGREEMENT

Upon p4p's written approval of an event ("Fundraising Event"), the individual or group (the "Event Organizer") will conduct such Fundraising Event under the under the terms and conditions set forth herein ("Fundraising Event Agreement").

1. Nothing in this Fundraising Event Agreement creates a joint venture, partnership, principal-agent, employer-employee, or similar relationship between p4p and the Event Organizer or any members of the Event Organizer.
2. p4p 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 p4p-supplied materials featuring one or more of the logo associated with the name(s) (collectively, "p4p's Trademarks") in promotional materials related to the Fundraising Event. p4p reserves the right to revoke and refuse the use of the p4p Trademarks at any time and in its sole discretion.
3. Event Organizer agrees that p4p is the sole owner of all right, title, and interest in and to p4p's Trademarks. Event Organizer agrees to use p4p's Trademarks in accordance with the charitable nature of p4p. Event Organizer agrees that it acquires no ownership rights in p4p's Trademarks under the terms and conditions of this Fundraising Event Agreement. The use of p4p's Trademarks under the terms and conditions of this Fundraising Event Agreement shall inure to the sole benefit of p4p.

Event Organizer agrees that it will not challenge or otherwise interfere with p4p's exclusive ownership of p4p's Trademarks, nor seek to oppose, cancel, or otherwise interfere with any trademark, service mark, trade name or domain name application or registration filed by p4p with any governmental agency anywhere in the world, for use in connection with any events, goods or services whatsoever.

Event Organizer agrees that it will not file any application to register any of p4p's Trademarks, 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.

4. All collateral, promotional and marketing materials including, but not limited to social media (“Marketing Materials”), relating to the Fundraising Event must meet the following standards:

- (a) This phrase shall appear conspicuously on entry forms or other material received by every participant, observer, or donor to the Fundraising Event: **“This promotion is sponsored by the Event Organizing Group, which is solely responsible for its fulfillment. The ‘paws4people foundation’ name and logo is used by permission.”**
- (b) state that the p4p is the benefiting organization
- (c) state that more information about p4p may be found by visiting the website at www.paws4people.org
- (d) state the actual or anticipated percent or portion of sales, admission price, or other proceeds that will benefit p4p.

5. Event Organizer agrees that the Fundraising Event may not involve any third party trademarks, products, persons, or endorsement that may damage the reputation of p4p, conflict with the mission of p4p, or damage the goodwill associated with p4p’s Trademarks.

6. Event Organizer shall pay, and cause third parties to pay, to p4p all contributions due under this Fundraising Event Agreement no later than thirty (30) days after the end of the Fundraising Event. The Fundraising Event contribution must be submitted by mail to p4p headquarters in Wilmington, NC using the Event Donation Form at this link:

<http://paws4people.org/wp-content/uploads/OnlineDonationForm.pdf>

7. Event Organizer hereby agrees to indemnify, defend, and hold harmless p4p, its affiliates and their respective officers, directors, employees, and agents, from and against any claims, damages and liabilities (including reasonable attorneys' fees and) arising out of any or all of the following:

- (a) the breach of this Fundraising Event Agreement
- (b) the performance or failure to perform its obligations in association with any Marketing Materials
- (c) any third party claims that Marketing Materials used by Event Organizer infringes, misappropriates or otherwise violates any trademark, service mark, trade name, trade dress, trade secret, copyright, patent, right of publicity, right of privacy or any other intellectual property right
- (d) any property damage, personal injury, or death proximately caused by Event Organizer at the Fundraising Event
- (e) any actions brought against p4p by a regulatory agency that arise out of Event Organizer’s violation of any federal, state or local laws, regulations, or ordinances.

8. Event Organizer expressly understands and agrees p4p’s insurance will not cover the Event Organizer nor the Fundraising Event held by the Event Organizer. Event Organizer has or will secure appropriate insurance coverage for itself and for the Fundraising Event in amounts necessary for its type, scope, persons involved, and attendant risks.

9. 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.

10. This Fundraising 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.

11. This Fundraising 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.

12. This Fundraising Event Agreement shall be in effect for a period no longer than six months unless earlier terminated by p4p at any time and for any reason in p4p's sole discretion by giving the Event Organizer written notice. Event Organizer shall have five (5) calendar days after expiration or the earlier termination of this Fundraising Event Agreement to return all Marketing Materials and items bearing p4p's Trademarks to p4p or disposed of in the manner directed by p4p.

13. This Fundraising Event Agreement shall be governed by the laws of the State of North Carolina.

The parties hereto have executed this Fundraising Event Agreement on the day, month, and year that the Event Organizer clicks or checks "I agree" or other similar terms on the p4p website indicating the Event Organizer's assent hereto.