



THIRD-PARTY AGREEMENT

PINK LEMONADE PROJECT
TELEPHONE: 360-952-3814

CITY, STATE, ZIP: 1207 Washington St. Ste. 125 Vancouver, WA 98660
WEBSITE: www.pinklemonadeproject.org

TAX ID: 37-1699288

FULL LEGAL NAME OF THIRD PARTY: _____

PRIMARY CONTACT: _____ **EMAIL:** _____

THIRD-PARTY ADDRESS: _____

CITY, STATE, ZIP: _____ **TELEPHONE:** (____) _____

EVENT NAME: _____

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

DESCRIPTION OF EVENT: _____

LOCATION OF THE EVENT: _____

DONATION STRUCTURE (describe the basis of donation to be made to Pink Lemonade Project [i.e., flat donation, event admission, pledges, guaranteed minimum donation]) _____

DONATION PAYMENT SCHEDULE:

- Payment of all donations to Pink Lemonade Project no later than 45 days after the end of Event.
- Other (explain schedule): _____

PAYMENT PROCEDURE AND REPORTING: For payment procedure, see “Payment of Monies” in the Standard Terms and Conditions set forth on Page 3 of this Agreement. With each payment, Third Party shall include a reasonably detailed calculation of the donation due to Pink Lemonade Project for such payment.

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

- Pink Lemonade Project name Pink Lemonade Project logo Pink Lemonade Project website
- Pink Lemonade Project Facebook Page/Other Social Media Outlets 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.*
- *Third Party will present to Pink Lemonade Project for its approval (prior to printing, distribution, publication, display, or use), any and all promotional materials to be made by Third Party.*
- *Event materials and statements must state that the Licensed Marks are registered trademarks of Pink Lemonade Project and must be consistent with both parties’ 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 Pink Lemonade Project.*

• *Third Party may only promote the Event in the following service area of Pink Lemonade Project: Oregon & SW Washington*

REQUEST FOR PINK LEMONADE PROJECT PROMOTIONAL MATERIALS:

- ___ QTY. Programs Trifold - Short description of all PLP support services (English)
- ___ QTY. Programs Trifold - Short description of all PLP support services (Spanish)
- ___ QTY. Breast Health Shower Card (*English*)
- ___ QTY. Breast Health Shower Card (*Spanish*)
- ___ QTY. Pink Lemonade Project Pens

• *Additional promotional materials may be available and provided upon request.*

REQUEST FOR PINK LEMONADE PROJECT REPRESENTATIVE TO ATTEND THE EVENT:

- Yes Time of arrival: _____ Duration: _____
- No

• *Pink Lemonade Project cannot guarantee attendance of a Pink Lemonade Project representative at a third-party event fundraiser. Efforts will be made to have someone from PLP represent the organization; however, due to time, staff, and location restrictions, this attendance is not guaranteed.*

SPECIAL TERMS/ADDITIONAL OBLIGATIONS/OTHER (including, but not limited to, additional insurance requirements other than those set forth on Page 2 of this Agreement): _____

INSURANCE: Third Party shall obtain all insurance necessary for the safe and lawful conduct of the Event. Not later than 30 days prior to the Event, Third Party shall provide Pink Lemonade Project 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 3-4 of this Agreement, which is hereby incorporated herein as if set forth in their entirety. All terms set forth in all bold and capitalized letters herein shall have the meaning specifically designated above. 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 Date") _____

PINK LEMONADE PROJECT

Signature: _____

Name/Title: _____

THIRD PARTY

Signature: _____

Name/Title: _____

STANDARD TERMS AND CONDITIONS

Project is a non-profit organization exempt from federal income tax pursuant to Internal Revenue Code section §501(c)(3). Third Party and Pink Lemonade Project agree that Pink Lemonade Project is an intended third-party beneficiary under this Agreement.

2. Term. The term of the Agreement shall commence on the Effective Date and shall terminate 30 days after the end of the Event, however, the provisions of Sections 5.B., 8, 9, 12, 13, 17 18 and 20 of this Agreement shall forever survive such termination.

3. Payment of Monies. Third Party shall be responsible for handling all monies in connection with the Event. All donations accrued in connection with the Event shall be paid to Pink Lemonade Project within 45 days following the vent. Payments may be made by check and sent to Pink Lemonade Project's address listed on Page 1 of this Agreement.

4. 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.

5. Licensed Marks.

A. Pink Lemonade Project 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, Pink Lemonade Project and/or Pink Lemonade Project may require the removal of the Licensed Marks at any time from any materials developed in connection with the Event. Pink Lemonade Project and Third Party agree that all right, title and interest in and to the Licensed Marks shall inure to the sole benefit of Pink Lemonade Project.

B. Third Party grants to Pink Lemonade Project 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 Pink Lemonade Project of intellectual property rights owned by Third Party requires Third Party's prior written consent.

6. 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 Pink Lemonade Project. Third Party shall provide to Pink Lemonade Project 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.

7. Permission to Link. Pink Lemonade Project Affiliate may grant Third Party permission to provide a link from its website to Pink Lemonade Project's website. Pink Lemonade Project 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.

8. Compliance with Laws. Third Party agrees to comply with all state and federal 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.

9. INDEMNITY. EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT THE OTHER PARTY MAY INCUR BY REASON OF (A) THE INDEMNIFYING PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (B) ANY CLAIM(S) OR LAW SUIT(S) BROUGHT BY A PARTY THAT IS NOT A PARTY TO THIS AGREEMENT ARISING OUT OF, OR IN CONNECTION WITH, (I) THE INDEMNIFYING PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR (II) ANY SERVICE OR PRODUCT SOLD OR PROVIDED BY THE INDEMNIFYING 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 with a reputable insurance company in the amount of not less than \$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 Pink Lemonade Project as Additional Insureds on all insurance policies required under the terms of this Agreement solely with respect to the Event. Third Party shall furnish Pink Lemonade Project with customary insurance certificates evidencing such insurance, which name Pink Lemonade Project as additional insured, and which provide that Pink Lemonade Project shall receive at least thirty (30) days prior written notice of the cancellation of any such insurance policy, and which recognizes that Third Party's insurance shall be primary.

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 20 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. If at any time prior to termination of this Agreement as identified in paragraph 2, Third Party shall file a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Third Party's property, or if Third Party makes an assignment for the benefit of creditors

STANDARD TERMS AND CONDITIONS

or if there is an assignment by operation of law, or if Third Party makes application to Third Party's creditors to settle or extend the time for payment of Third Party's obligation then this Agreement may, at Pink Lemonade Project's option, be immediately terminated. 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 Pink Lemonade Project, Third Party shall be entitled to all donations due under this Agreement up to the date of termination; provided, however, that, in the event of a Flat Donation, Pink Lemonade Project shall be entitled to a pro-rated portion of the Flat Donation if (i) the Event was promoted prior to the date of termination, or (ii) the Flat Donation was publicly disclosed prior to the date of termination. In the event of an early termination due to a breach by Third Party, Pink Lemonade Project 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 11 shall not preclude the parties from seeking any other remedies available to them under this Agreement and applicable law.

12. Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Any party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in the city in Vancouver, Washington. The mediation shall be held no later than 30 days following the written notice initiating the mediation process. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Pink Lemonade Project believes that immediate injunctive relief is required to protect its Licensed Marks, Pink Lemonade Project may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

13. 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 Pink Lemonade Project may with 10 days' prior notice conduct an audit of such records during regular business hours at any time reasonably requested by Pink Lemonade Project.

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

15. Entire Agreement. This Agreement supersedes any prior understandings or oral agreements between Third Party and Pink Lemonade Project 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 Pink Lemonade Project regarding the subject matter hereof other than those set forth herein.

16. 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 16 shall be void and of no force and effect.

17. 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.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of Washington, and the parties' consent to the exclusive jurisdiction of such courts.

19. 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.

20. Litigation Costs. In the event suit is filed in connection with any provision in this Agreement, the prevailing party shall be entitled to receive compensation for the reasonable costs of litigation, including any appeals.