

SPECIAL EVENT AND LICENSING AGREEMENT

This Special Event and Licensing Agreement (“Agreement”) gives _____ (“Licensee”) permission to identify Crisis Nursery, Inc. (“Crisis Nursery”) as the beneficiary of _____ (“Special Event”), and to promote the Crisis Nursery in connection with such Special Event. In acquiescing to this Agreement, Licensee and Crisis Nursery shall be subject to the Terms and Conditions listed below.

1. Proprietary Rights, Ownership, and Use of Crisis Nursery logo

1.1 Subject to the terms and conditions of this Agreement, Crisis Nursery hereby grants to Licensee the limited non-exclusive, non-transferable, non-assignable, revocable right and license to use the Crisis Nursery name, logo and/or other marks provided by Crisis Nursery (the “Marks”) to Licensee solely in connection with the Special Event. The Marks shall not be altered or modified in any way whatsoever when used by Licensee other than as may be mutually agreed upon in writing by Licensee and Crisis Nursery. Licensee acknowledges Crisis Nursery’s right, title and interest in its Marks.

1.2 To protect the Marks, reputation, and established goodwill of the Crisis Nursery, Licensee shall obtain prior written approval for each and every use of the Crisis Nursery Marks including, but not limited to its use on any web pages, audio, video, script, print advertising, promotional and marketing materials, press releases, or other related materials (collectively, “Promotional Materials”) regardless of the medium. Licensee represents and warrants that it will not use or allow others to use the Marks without the prior written approval of Crisis Nursery.

1.3 Crisis Nursery shall have at least ten (10) days from the date of receipt of a writing to review and approve any use of the Marks in Promotional Materials, and such approval shall not to be unreasonably withheld. All such Promotional Materials shall be directed to a designated Crisis Nursery officer or director for approval. The final copy of all such Promotional Materials shall be provided to Crisis Nursery at least five (5) days prior to public distribution. In addition, all fundraising materials will specify the full name of Crisis Nursery and an address or phone number to contact for additional information.

2. No Endorsement of Licensee.

2.1 Crisis Nursery does not endorse or promote any of Licensee’s products or services. Further, Licensee agrees that it will not use the Crisis Nursery Marks in any way that would imply endorsement of Licensee or demean, defame, embarrass, diminish or cause any harm to the Crisis Nursery.

2.2 Licensee shall include the following disclaimer on all Promotional Materials: “The Crisis Nursery name and logo are used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, individual, or political position.”

2.3 Crisis Nursery cannot guarantee that employees and/or volunteers will be available for the event. At no time will children served by Crisis Nursery be identified as such should they attend the event.

3. Revenue Generation

After collection of substantially all of the expected proceeds from the Special Event, a minimum of _____ percent (____%) of the GROSS/NET proceeds from the Special Event or at least a set amount of _____ shall be remitted to Crisis Nursery within thirty (30) days after such collection. Exceptions may be made at the sole discretion of Crisis Nursery depending on the magnitude of the Special Event, or other factors determined to genuinely benefit Crisis Nursery through its endorsement of the Special Event. Crisis Nursery will not be responsible for any costs related to the event (e.g., rentals, printing, security, licensing, etc.) unless prior arrangements have been made.

4. Right of Refusal and Termination.

4.1 Crisis Nursery reserves the right to refuse or decline any underwriting, sponsorship, and/or co-sponsorship when Crisis Nursery believes that the Special Event may have a negative effect on Crisis Nursery or its reputation. Crisis Nursery also reserves the right to refuse or decline endorsement of the Special Event if other non-profit organizations are beneficiaries or are involved in the Special Event.

4.2 Crisis Nursery reserves the unconditional right to terminate this Agreement upon reasonable advance written notice to Licensee.

5. Indemnification.

Licensee agrees to protect, indemnify, defend and hold harmless Crisis Nursery and all its affiliates, and their directors, officers, agents, staff, and employees from all claims, actions, suits, proceedings, investigations, arbitrations, assessments, losses, damages, liabilities, settlements, penalties, costs and expenses, including reasonable attorney fees (collectively, "Claims"), incurred by Crisis Nursery resulting from or in connection with:

- a) any act, omission or misrepresentation by Licensee constituting negligence or breach by Licensee of its obligations or warranties under this Agreement;
- b) any unauthorized use of any materials, content, public statements, releases, reports, or information by Licensee under this Agreement;
- c) any infringement of trademark, patent, copyright, trade name, service marks or similar rights of Crisis Nursery or any other third party;
- d) any libel, slander, defamation or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party by Licensee;
- e) any agreements or alleged agreements made or entered into by Licensee to effectuate the terms of this Agreement;
- f) any claim or action by any third party for bodily injury, illness, or death alleged to have been caused, in whole or in part, by any Licensee merchandise; and
- g) in connection with any federal, state, and local tax liabilities, including but not limited to, unrelated business taxable income with respect to Licensee's use of the Marks and promotion of Crisis Nursery.

6. No Partnership, Joint Venture or Agency.

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between Licensee and Crisis Nursery.

7. Legal Compliance

Licensee agrees to comply with all federal, state, and local charitable solicitation statutes, regulations, and ordinances that affect or apply to Licensee and the authorized activities of the Special Event.

8. Tax Consequences

Licensee agrees that any tax credit accrues to the original donor and not to Licensee as a third party conveyor of the donation. All fundraising materials must fully and truthfully state what percentage of the proceeds will be contributed to Crisis Nursery, Inc. and the amount that is tax deductible for donors.

9. Entire Agreement /Amendment.

This Agreement and the information in the Outside and Co-Sponsored Events Form represents the entire agreement between the parties on this matter and supersedes any and all prior understandings, agreements, representations or undertakings. This agreement is not subject to amendment, change or modification except by written agreement signed by both parties.

14. Severability.

Should any part or provision of any covenant be held invalid, void, or unenforceable in any court of competent jurisdiction, such invalidity, voidance, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement.

I, _____, represent and can legally bind Licensee, and understand and agree to the Terms and Conditions of this Agreement.

Signature: _____ Date: _____

Title: _____

Crisis Nursery Contact Person: _____

Signature: _____ Date: _____

Title: _____