

# THIRD PARTY EVENT FUNDRAISER AGREEMENT



## I. GENERAL INFORMATION

The individual(s) or organization(s) indicated below ("Fundraiser") agrees to organize and conduct the event described below ("Event") for the purpose of raising awareness and funds for the Mesothelioma Applied Research Foundation ("Meso Foundation").

Event Name: \_\_\_\_\_

Description: \_\_\_\_\_

Date and Time: \_\_\_\_\_ Expected Attendance: \_\_\_\_\_

Event Location Name: \_\_\_\_\_

Event City: \_\_\_\_\_ Event State: \_\_\_\_\_

Fundraiser Name(s): \_\_\_\_\_

Contact Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Check all that apply:

- The Event is in honor or memory of someone. Full name of honoree: \_\_\_\_\_
- I expect the Event to be annual.

Designation of event proceeds:

- The Meso Foundation will receive \_\_\_\_% of net proceeds.

## I. TERMS AND CONDITIONS

A. The Meso Foundation agrees to do the following:

1. Issue the Fundraiser a limited, non-exclusive, non-assignable, revocable license to use the Meso Foundation's name and logo for the sole purpose of publicizing the Event, subject to the conditions described in this Agreement.
2. Publicize the Event by (i) listing it on the Meso Foundation's online event calendar at [www.curemeso.org](http://www.curemeso.org) and (ii) emailing a notice of the Event to the members of the Meso Foundation community in the region where the Event will occur.
3. Provide recommendations for an event fundraising website. The Foundation shall not have any responsibility for designing, updating or overseeing the website, but may provide recommendations for platforms to use. The Foundation may suggest changes or delete the site if, in its sole discretion, it finds the information confusing, incorrect, inadvisable or harmful to its reputation.
4. Provide educational and promotional materials upon request, which may include a Meso Foundation banner, informational power point, and talking points, for the sole purpose of putting on the Event.

B. The Fundraiser agrees to do the following:

1. Include the Meso Foundation's unaltered logo and the following completed disclaimer on all Event materials: **"This is a privately organized event. Funds raised will benefit the Mesothelioma Applied Research Foundation."**
2. Use the Meso Foundation's name and logo solely for the purpose of publicizing the Event and not to use the name or logo in any way that (i) may negatively affect the reputation or goodwill of the Meso Foundation, (ii) violates any law or regulation, (iii) mischaracterizes the relationship between the Meso Foundation and the Event, (iv) connects the Meso Foundation to any lobbying or political activity, (v) represents or implies that the Meso Foundation endorses any commercial product or service, or (vi) violates any other condition that the Meso Foundation may set forth.
3. Pay any and all expenses arising from or related to the Event and use no more than twenty five percent (25%) of the total proceeds from the event to pay for such expenses.
4. Transmit all net proceeds of the Event, including checks made out to the Meso Foundation and Meso Foundation credit card forms, to the Meso Foundation within thirty (30) days of the conclusion of the Event, except as otherwise agreed to by the Meso Foundation in writing. If any donor who donated to the Meso Foundation by check or credit card received anything of value in exchange for the donation, notify the Meso Foundation of the fair market value of the item or service received.
5. Notify the Meso Foundation immediately if the Event is significantly changed, rescheduled, or cancelled.
6. Allow the Meso Foundation to photograph and/or videotape the Event for publication on its website and social media platforms, and use in written materials.

#### **I. RELATIONSHIP AND TERMINATION**

A. The relationship between the Meso Foundation and Fundraiser is that of independent contractors and nothing in this Agreement shall be construed as creating an employment, agency, partnership, joint venture, or any other sort of relationship between the parties. Neither party has the authority to incur any obligation on behalf of the other party.

B. The Meso Foundation may terminate this Agreement at any time with or without cause, by delivering a written notice to the Fundraiser. Upon receipt of the notice, the Fundraiser shall immediately cease any and all use of the Meso Foundation's name, logo, and educational and promotional materials.

WHEREBY, the Fundraiser and Meso Foundation by their duly authorized representatives have executed this Agreement under seal, with the intention of making it a sealed instrument, as of the day and year inscribed below.

For Fundraiser: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME], [TITLE]

For the Meso Foundation: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME], [TITLE]