

**OPERATION GRATITUDE
EVENT AND LICENSE AGREEMENT FOR FUNDRAISING ACTIVITIES & EVENTS**

All capitalized terms not defined on this page have the meanings given in the attached T&C.

Company / Individual ("Licensee" or "you")

Address _____ City _____ State _____ Zip _____ Phone _____

Name of Contact _____ Email _____

Company tax ID # or Individual Driver's License _____ State _____

DESCRIPTION OF EVENT ("Event") (please attach additional page if needed):

If items or letters will be donated to Operation Gratitude, please describe them below.

If fundraising, what percentage or dollar amount of the proceeds or product amounts will be donated to Operation Gratitude?
_____ (% or dollar/product amount is to be printed on all promotional materials if less than 100%)

Are other charities benefiting? If yes, which one(s)? _____ At what percentage or dollar amount? _____

Location of the Event(s) _____ Date(s) of the Event _____

If applicable, what is the total circulation of the publication or reach of the PR event? _____

How will the Licensed Materials be used? (please attach additional page if needed): _____

Website (if applicable): _____ Social media (Facebook, Twitter, Instagram, etc.): _____

Projected donation to Operation Gratitude (\$ or # of items): _____ (estimate only, not a commitment)

Operation Gratitude assets requested: _____

Full donation is due within two (2) weeks following the conclusion of the Event unless otherwise agreed to by the parties in writing. Any financial donations should be accounted for on a master spreadsheet. Include donor names, check numbers, cash amounts and total all results. Place all financial donations and corresponding accounting sheet in an envelope and mail to Operation Gratitude's business address: PO Box 260257, Encino, CA 91426-0257. Letters and product donations are to be sent to our fulfillment center: 19748 Dearborn Street. Chatsworth, CA 91311

The parties understand and agree that this event and license agreement (including page 1, these T&C, and any attachments thereto, the "Agreement") will be deemed to have been executed and given effect upon the signature of both parties (the "Effective Date") and will expire upon the completion of the Event. Operation Gratitude and Licensee agree to the following terms and conditions ("T&C"):

1. If Licensee is party to an enforceable Master Sponsorship Agreement with Operation Gratitude, then Licensee acknowledges and agrees that this Agreement will be governed by such Master Sponsorship Agreement. To the extent that any terms of this Agreement and the Master Sponsorship Agreement are in conflict, the terms of the Master Sponsorship Agreement will control.

2. Operation Gratitude hereby grants to Licensee a non-exclusive, non-transferrable, non-assignable, non-sublicensable, revocable right to reproduce, publish and display, solely in connection with promoting the Event, the Operation Gratitude name and logo ("Marks"), as well as any photos and troop letters that are displayed on Operation Gratitude websites ("Content", and together with Marks, the "Licensed Materials"), *provided* that such use is subject to the prior written approval of Operation Gratitude. The Licensed Materials shall remain the sole property of Operation Gratitude and its licensors. Licensee will reproduce, publish and display the Licensed Materials in accordance with all applicable laws, including trademark laws, and any and all guidelines or requirements for use of the Licensed Materials provided by Operation Gratitude.
3. Licensee acknowledges and agrees that the Licensed Materials are provided "AS IS," WHERE IS," AND "AS AVAILABLE," without warranties of any kind. Operation Gratitude and its directors, officers, employees, agents, and volunteers shall not be liable in any way, to any person or entity, including Licensee, in connection with the Event or this Agreement. Licensee shall indemnify, defend and hold harmless Operation Gratitude and its governors, directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including attorneys' fees) arising out of or relating in any way to the Event or this Agreement, surviving the expiration or termination of this Agreement.
4. Licensee will comply with all applicable laws, statutes, regulations and ordinances, including, without limitation, all federal, state and local charitable solicitation laws, statutes, regulations and ordinances that affect or apply to the Event and will not use the Operation Gratitude tax exemption in any manner as part of the Event, nor will it represent to the public that it enjoys any tax exempt rights or privileges as a result of its participation in the Event unless otherwise agreed in writing.
5. Either party may terminate this Agreement for convenience upon 14 days prior written notice, *provided, however*, that if Licensee terminates this Agreement for convenience, Licensee agrees that it will deliver any outstanding donations due to OG within one (1) week *unless* Operation Gratitude and Licensee reasonably determine that such termination was caused by the acts or omissions of Operation Gratitude or a force majeure event, which is the occurrence of an event or circumstance that is not within the parties' reasonable control which provides a justifiable excuse for a party's delay, failure or inability to fulfill certain obligations under this Agreement.
6. Licensee may use the Licensed Materials pursuant to this Agreement until the earliest of: (a) one (1) year starting at the Effective Date of this Agreement, (b) completion of the Event, or (c) termination of this Agreement pursuant to Paragraph 5 above.

I understand and agree to the above terms:

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Company or Individual's Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Operation Gratitude</div> Non-profit Name
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Authorized Representative's Printed Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Authorized Representative's Printed Name
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Title Date </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Title Date </div>