

TIME OUT YOUTH CENTER
SPECIAL EVENT PROPOSAL AND LICENSE AGREEMENT

Time Out Youth Center appreciates your interest in holding a fundraising event to help us continue to offer vitals services to the GLBT community of Charlotte. Please fill out this proposal form and indicate your acceptance of the terms and conditions herein by returning a signed copy to us. If the proposal is approved, we will send you a fully signed copy, at which time your license to use Time Out Youth Center name will become effective.

Host and Event Information

Event Host Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Name of contact person: _____ Phone: _____

Date and location: _____

Briefly describe the Event: _____

What participation or resources, if any, do you request from Time Out Youth Center?

Do you plan on publicizing the Event? ____ Yes ____ No [Note: If "yes," please pay particular attention to paragraphs 4-6 below before signing this proposal.]

Budget Information

Will admission fee be charged? ____ Yes ____ No If so, how much? \$ _____

What % or amount of the fee will Time Out Youth Center receive? _____

Will the Event generate other types of revenue and, if so, what % or amount of that revenue will The Time Out Youth Center receive? _____

Anticipated total revenues: \$ _____

Anticipated total expenses: \$ _____

Anticipated total donation to Time Out Youth Center: \$ _____

Terms and Conditions

1. Host agrees to provide Time Out Youth Center with all of the net proceeds from the Event, along with a written accounting of Event revenues and expenses (and supporting documentation for any expenses in excess of \$500), in a form acceptable to Time Out Youth Center, within thirty (30) days after the Event. Time Out Youth Center may audit the Event revenues and expenses, if necessary.
2. Time Out Youth Center is the owner of the name Time Out Youth Center and Time Out Youth Center logo, herein referred to as Marks. If (and only if) this proposal is approved by Time Out Youth Center, Host will be granted a non-exclusive license to use the Marks in connection with the Event.

3. The term of the license granted hereunder shall be from the date Time Out Youth Center approves Sponsor's proposal until the conclusion of the Event; provided, however, that The Time Out Youth Center has the right to terminate the license if it determines, in its reasonable discretion, that the Event is or will likely be injurious to the Marks.
4. Any use of the Marks is subject to the prior written approval of Time Out Youth Center. Accordingly, Sponsor agrees to submit to Time Out Youth Center for approval – prior to the production, distribution, broadcast, or publication thereof – all printed materials, publicity releases and advertising relating to the Event that mentions Time Out Youth Center or contains the Marks.
5. Sponsor understands and agrees that the Marks: (a) may not be altered in any way, nor may they be sublicensed to any other person; (b) may not be used in connection with any telemarketing or door-to-door solicitations; and/or (c) may not be used in conjunction with terminology that is contrary to Time Out Youth Center's mission.
6. In accordance with standards adopted by the BBB Wise Giving Alliance, Sponsor agrees that any solicitations relating to the Event must specify at the point of solicitation, and in a manner acceptable to The Time Out Youth Center: (a) that Time Out Youth Center is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit Time Out Youth Center; (c) the duration of the campaign; and (d) any maximum or guaranteed minimum contribution amount.
7. In order to avoid inadvertently jeopardizing existing relationships between Time Out Youth Center and its donors, Sponsor agrees to receive approval from Time Out Youth Center before soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the Event.
8. Sponsor represents to Time Out Youth Center that: (a) it will comply with all applicable laws during the planning, promotion and conduct of the Event; (b) all necessary insurance, licenses and permits will be obtained and will be in force through the conclusion of the Event; (c) the Event will result in no cost or expense to Time Out Youth Center whatsoever, unless expressly agreed in writing to the contrary; and (d) it will indemnify and hold Time Out Youth Center harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the Event.
9. Nothing in this document shall be construed to authorize Sponsor, or any of its employees or representatives, to act as an agent of Time Out Youth Center. Thus, for example, Sponsor may not open a bank account in Time Out Youth Center's name, nor may it endorse or attempt to negotiate any checks made payable to Time Out Youth Center, all of which must be promptly forwarded to Time Out Youth Center for processing.

[Note: This Special Event Proposal and License Agreement will not become effective unless and until it is approved by Time Out Youth Center, as evidenced by the signature of an authorized Time Out Youth Center representative below.]

PROPOSED BY:

APPROVED BY:

*Signature of authorized representative
of Sponsor*

Print name

Print name

Title

Title

Date

Date