

SERVICE
MEMBERS
of the YEAR



Event Sponsorship Agreement

This Sponsorship Agreement ("**Agreement**"), dated as of ____ (the "**Effective Date**"), is by and between Military Charity Organization, a not-for profit organization under section 501(c)(3) of the IRS code, with offices at 9720 Wilshire Blvd, 6th Floor, Beverly Hills, CA 90212 ("**Organizer**"), and _____, with offices located at _____ ("**Sponsor**").

WHEREAS, Organizer is the organizer of the Event (as defined below); and

WHEREAS, Organizer and Sponsor have reached agreement on terms and conditions upon which Sponsor will sponsor the Event at the sponsorship level set forth in Schedule B and wish to memorialize that agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Action**" has the meaning set forth in **Section 11(a)**.

"**Agreement**" has the meaning set forth in the preamble.

"**Effective Date**" has the meaning set forth in the preamble.

"**Event**" means the event described in Schedule A.

"**Event Collateral**" means products or merchandise bearing an Organizer Mark, either alone or together with a Sponsor Mark, for distribution at or in connection with the Event.

"**Force Majeure**" has the meaning set forth in **Section 12**.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Losses**" has the meaning set forth in **Section 11(a)**.

"**Mark**" means any trademark, trade name, service mark, design, logo, domain name or other indicator of the source or origin of any product or service.

"**Organizer**" has the meaning set forth in the preamble.

"**Organizer Indemnitee**" has the meaning set forth in **Section 11(b)**.

"**Organizer Marks**" means those Marks identified as "Organizer Marks" in Schedule D.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Representatives**" means, with respect to a party, such party's officers, employees, consultants and legal advisors.

"**Sponsor**" has the meaning set forth in the preamble.

"**Sponsor Indemnitee**" has the meaning set forth in **Section 11(a)**.

"**Sponsor Materials**" means the Sponsor Marks and any other materials presented, distributed or otherwise provided by Sponsor at or in connection with the Event.

"**Sponsor Marks**" means those Marks identified as "Sponsor Marks" in Schedule D.

"**Sponsor Obligations**" means Sponsor's obligations set forth in Schedule C.

"**Sponsorship Benefits**" means the benefits Organizer is required to provide to Sponsor under this Agreement as set forth in Schedule B.

"**Sponsorship Fee**" is the fee payable by Sponsor to Organizer under this Agreement, as set forth in Schedule C.

"**Term**" has the meaning set forth in **Section 8**.

"**Territory**" means the United States.

2. Sponsorship. Organizer hereby engages Sponsor, and Sponsor hereby accepts such engagement, each subject to the terms and conditions set forth in this Agreement, to be the sole Presenting Sponsor (as defined in Schedule B) of the Event.

3. Sponsorship Benefits. In consideration of Sponsor's payment of the Sponsorship Fee and performance of the Sponsorship Obligations, Organizer shall provide Sponsor with the Sponsorship Benefits set forth in Schedule B.

4. Sponsorship Fee and other Sponsor Obligations. In consideration of and subject to Organizer's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor shall:

(a) pay Organizer the Sponsorship Fee as and when set forth in Schedule C;
and

(b) on a timely basis, perform its other Sponsor Obligations set forth in Schedule C.

5. License Grants.

(a) Sponsor hereby grants Organizer, and Organizer hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor Marks in the Territory solely as necessary to provide the Sponsorship Benefits during the Term.

(b) Organizer hereby grants Sponsor, and Sponsor hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Organizer Marks in the Territory during the Term.

(c) Sponsor shall submit examples of all proposed uses of the Marks to Organizer for prior written approval.

(d) Each party shall use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title and interest in and to its Marks.

6. Event Obligations. Organizer shall, at its sole cost and expense:

(a) create, program, advertise, market, promote, produce and manage the Event as described in Schedule A;

(b) notify Sponsor of any planned or anticipated material changes to the Event, including cancellation; and

(c) on a timely basis secure, and throughout the Event fully comply with, all licenses, permits and approvals required by applicable Law in connection with the Event; and

7. Insurance. Throughout the Term, Organizer shall maintain, at its sole cost and expense insurance coverage.

8. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until 12/31/2018 (the "**Term**").

9. Termination.

(a) Sponsor may terminate this Agreement without cause at any time upon at least 60 days' prior written notice to Organizer.

(b) Organizer may terminate this Agreement without cause at any time.

(c) Either party may terminate this Agreement, immediately upon written notice to the other party if:

(i) the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 10 days after the non-breaching party provides the breaching party with written notice thereof; or

(ii) the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) On expiration or earlier termination of this Agreement:

(i) all licenses granted hereunder will also terminate and each party shall immediately cease using the other party's Marks;

(ii) Organizer will be relieved of their respective further obligations under **Section 3**; and

(iii) if Sponsor terminates this Agreement early pursuant to **Section 9(a)** there will be no refund of the Sponsorship Fee. If Organizer cancels the Event or this

Agreement early pursuant to **Section 9(b)** for any reason (except Force Majeure), a pro-rated refund of the Sponsorship Fee will be paid as of the date of cancellation.

(e) The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 9(d)**, this **Section 9(e)**, **Section 10**, **Section 11**, and **Section 13**.

10. Representations and Warranties.

(a) Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Organizer further represents and warrants that the Organizer Marks and Sponsor's use thereof in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

(c) Sponsor further represents and warrants that the Sponsor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

11. Indemnification.

(a) Organizer shall indemnify, defend and hold harmless Sponsor and officers, directors, employees, agents, successors and assigns (each, a "**Sponsor Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (collectively, "**Losses**"), resulting from any claim, suit, action or proceeding (each, an "**Action**") arising out of or related to Organizer's breach of any representation, warranty, covenant or obligation of Organizer under this Agreement.

(b) Sponsor shall indemnify, defend and hold harmless Organizer and officers, directors, employees, agents, successors and assigns (each, an "**Organizer Indemnitee**") from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Sponsor Materials, solely as used, presented, displayed and distributed

without alteration and otherwise in strict compliance with this Agreement or (ii) Sponsor's breach of any representation, warranty, covenant or obligation of Sponsor under this Agreement.

12. Force Majeure. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire or explosion; (iii) war, terrorism, invasion, riot or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition; or (viii) national or regional shortage of adequate power or telecommunications or transportation facilities (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

13. General.

(a) Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

(b) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(c) Sponsor shall not issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or use Organizer's Marks except as expressly permitted under this Agreement or with the prior written consent of the Organizer.

(d) All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 13(d)**):

If to

Sponsor:

Facsimile:

[E-mail:

Attention:

If to 9720 Wilshire Blvd, 6th Floor, Beverly Hills, CA 90212
Organizer:

Facsimile: (703) 750-7400

E-mail: caquino@mco.com

Attention: Christine Aquino

Notices sent in accordance with this **Section 13(d)** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 3 day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

(e) For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

(f) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(g) This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(h) Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent such other party shall not unreasonably withhold or delay/may give or withhold in its sole discretion, provided, however, that Organizer may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Sponsor's consent to the successor to all or substantially all of its business to which this Agreement relates. No delegation or other transfer will relieve the delegating or transferring party any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13(h)** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(i) This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(j) No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(k) If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(l) This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

(m) Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(n) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Military Charity Organization

By _____

Name: David Steinhafel

Title: Treasurer & Director

The Fisher House Foundation

By _____

Name: Brian G. Gawne

Title: VP for Community Relations

SCHEDULE A

EVENT

“Service Members of the Year” (“**SMoY**”) Awards (the “**Program**”) is the primary program of Military Charity Organization. It was previously produced by Military Times.

SMoY PROGRAM. The SMoY Program begins with the MT publications’ readership nominations and culminates with a reception near Capitol Hill where the award winners are acknowledged as “everyday heroes” among the outstanding service members from each of the armed services.

The SMoY Program includes five awards:

- “Soldier of the Year”
- “Airman of the Year”
- “Sailor of the Year”
- “Coast Guardsman of the Year”
- “Marine of the Year”.

Military Charity Organization will provide the judging, coordination, production, and promotion of the awards program. The final decision on award recognitions is made solely by the Organizer staff and advisory board, utilizing nominations and verification input secured from the Organization’s due diligence vetting of potential winners.

An awards reception and ceremony, hosted by Organizer, will take place near Capitol Hill in Washington, D.C. Military Charity Organization will have sole responsibility for production of the event and will direct all associated activities and event staff. The awards reception and ceremony event are projected to take place on July 10, 2019. Military Charity Organization will coordinate and prepare the event agenda.

A prominent Member of Congress or other government/military official will be chosen by Organizer to host the SMOY awards. In addition, Organizer may have other prominent members of Congress or government officials participate in the awards presentation. Organizer will keep Sponsor informed as to the final selection and availability of the awards presenters. Organizer has final and sole decision on all participants, speakers and agenda pertaining to the awards ceremony.