

Trek 4 Trykes Hosting Agreement

National AMBUCS, Inc. (AMBUCS) appreciates your local chapter's (Chapter) interest in holding a Trek 4 Trykes Event (Event) in support of our national mission and your Chapter's Amtryke Program fundraising goals. Please fill out this form. By signing this form you are indicating your acceptance of the terms and conditions herein. Please return a signed copy to the AMBUCS Resource Center. Once this proposal is signed and accepted you will receive the administrative and management package (Marketing Toolkit) so you can start planning your event.

Event Chairperson or Co-Chairs: _____

Address: _____

Phone: _____ Email: _____

Terms and Conditions:

Revenues and Expenses

The Chapter agrees to provide AMBUCS with a written record of all proceeds collected and costs paid locally for the Event within thirty (30) days after the Event. The Chapter agrees no local hosting cost or expense will be the direct responsibility of National AMBUCS whatsoever, unless expressly agreed in writing to the contrary. AMBUCS agrees that it will provide the Marketing Toolkit and participant and volunteer t-shirts at no upfront cost to the chapter but will deduct the actual cost of these items from the revenue generated on the Chapter's event page on Crowdrise. In the event that proceeds on Crowdrise do not cover the cost of these items, the Chapter will be invoiced for them. All remaining proceeds from Crowdrise will be deposited into the Chapter's Amtryke account held by the AMBUCS Resource Center. Revenues generated on the local level can be deposited in Chapter's bank account for purchasing Amtryke therapeutic tricycles.

Trademarks

AMBUCS is the licensed owner of certain federally registered and common law trademarks, service marks and trade names, including the name Trek 4 Trykes and the Trek 4 Trykes logo, (collectively, the "Marks"). If (and only if) this proposal is approved by AMBUCS, Chapter will be granted a non-exclusive license or permission to use the Marks in connection with the Event, although only within the market territory served by _____ (chapter name). "Market Territory" is defined as 30-50 miles in any direction from the designated Chapter address, unless otherwise agreed upon by AMBUCS and Chapter.

The term of the license granted hereunder shall be from the date AMBUCS approves this agreement until the conclusion of the Event; provided, however, that AMBUCS has the right to terminate the agreement if it determines, in its reasonable discretion that the Event as planned is or will likely be injurious to the Marks.

Any use of the Marks beyond the materials provided by AMBUCS, is subject to the prior written approval of AMBUCS. Accordingly, the Chapter agrees to submit to AMBUCS for approval – prior to the production, distribution, broadcast, or publication thereof – all printed materials and advertising relating to the Event that uses the Trek 4 Trykes logo.

Chapter 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 activity beyond recruiting Trek 4 Trykes participants, volunteers, or sponsors for the Event. Chapter further acknowledges that, because this agreement to use the Marks is limited to the market territory served by the Chapter, it may not solicit cash or in-kind donations from persons outside such territory.

Solicitation

In accordance with standards adopted by the BBB Wise Giving Alliance, the Chapter agrees that any solicitations relating to the Event must provide with the solicitation, and in a manner acceptable to AMBUCS, the following: that the AMBUCS chapter is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit the AMBUCS Chapter; (c) the duration of the campaign and (d) any maximum or guaranteed minimum contribution amount.

In order to avoid interference with existing or future relationships between AMBUCS and its national-level donors, Chapter agrees to receive approval from AMBUCS before soliciting headquarters of national corporations, foundations or organizations outside the Chapter's market territory.

Legal and Insurance

Chapter represents to AMBUCS that (a) it will plan and implement the Event within the guidelines and requirements listed in the administrative and management materials provided by AMBUCS (b) it will comply with all applicable laws during the planning, promotion and conduct of the Event; (c) all necessary insurance, licenses and permits will be obtained and will be in force through the conclusion of the Event; and (d) it will indemnify and hold AMBUCS harmless from any and all claims of any kind or nature whatsoever to include attorney's fees arising out of, or in any way related to the Event, which are not covered by the Event insurance contracts.

Nothing in this document shall be construed to authorize Chapter, or any of its employees, representatives or members, to act as an agent of AMBUCS. Thus, for example, Chapter may not open a bank account in the name of Trek 4 Trykes or AMBUCS, nor may it endorse or attempt to negotiate any checks related to the Event, made payable to the aforementioned names.

We are deeply grateful to you for putting on this event to benefit AMBUCS' mission and that of the Chapter. Caring people like you, who bring a group of volunteers together to make a difference, strengthen communities by *Creating Mobility & Independence for People with Disabilities*. Thank you for your commitment to this project and to the Amtryke Program.

Note: This Event Proposal and License Agreement will not become effective unless and until it is approved by AMBUCS as evidenced by the signature of an authorized AMBUCS representative below.

PROPOSED BY:

Name of Chapter

Signature of authorized representative
of AMBUCS Chapter

Print Name

Title

Date

APPROVED BY:

Signature of authorized representative of
National AMBUCS, Inc.

Print Name

Title

Date