



Myocarditis Foundation Third Party Agreement

Myocarditis Foundation

Address: 3518 Echo Mountain Drive Kingwood, Texas 77345

Contact Name: Genevieve Rumore

Telephone: (281) 713-2962

Email Address: Gen@myocarditisfoundation.org

Website: www.Myocarditisfoundation.org

Full Legal Name of Third Party: _____

Third Party Address: _____

City, State, Zip: _____

Website: _____ Telephone: _____

Contact Name: _____ Email Address: _____

Event Name: _____ Event Date(s): _____

Description of Event: _____

Location of Event: _____

Donation Structure describe basis of donation to be made to the Myocarditis Foundation – i.e. flat donation, event admission, pledges, guaranteed minimum donation, etc.: _____

Donation Payment Schedule:

- Advance payment of _____ due to Myocarditis Foundation ____ days after execution of this Agreement.
- Payment of all donations accrued due 30 days after the end of the event.
- Other (explain schedule): _____

Payment Procedure and Reporting: For payment procedure, see “Payment of Monies” in the Standard Terms and Conditions set forth on Page 2 of this Agreement. With each payment, Third Party shall include a reasonably detailed calculation of the donation due the Myocarditis Foundation for such payment.

Promotion of the Event: Third Party agrees to promote the event as follows: _____

Special Terms/Additional Obligations/Other: _____

By executing this Agreement, Third Party agrees to be bound by the Standard Terms and Conditions as set forth on Page 2 and 3 of this Agreement, which are hereby incorporated herein as if set forth in their entirety. All terms set forth in all bold and capitalized letters herein shall have the meaning specifically designated above. The signers of this Agreement hereby warrant they have read and agree to the terms, conditions and provisions of this Agreement, including the Standard Terms & Conditions, and have full power and authority to sign for and bind their respective organizations.

EFFECTIVE THIS _____ DAY OF _____, _____ (the “Effective Date”)

THE MYOCARDITIS FOUNDATION

THIRD-PARTY

BY: _____

NAME/TITLE: _____

DATE: _____

BY: _____

NAME/TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

1. The Myocarditis Foundation is a non-profit organization exempt from federal income tax pursuant to IRS Code section 501(c)(3). Third Party and Myocarditis Foundation agree the Myocarditis Foundation is an intended third party beneficiary under this Agreement.
2. Term. The term of the Agreement shall commence on the Effective Date and shall terminate 30 days after the end of the Event; provided the provisions of Sections 5B., 8,9,12,13,17 & 18 shall forever survive termination of this Agreement.
3. Payment of Monies. Third Party shall be responsible for handling all monies in connection with the Event. All donations accrued in connection with the Event shall be sent to the Myocarditis Foundation by check
4. Operations and Cost: The parties acknowledge and agree that Third Party will be solely responsible for conducting the Event and for all operational aspects of the Event including, but not limited to, the safe and lawful conduct of the Event and ensuring the Event is conducted in a professional manner benefiting the parties' respective outstanding public images. Third Party shall be solely responsible for all costs and expenses associated with the Event.
5. Licensed Marks.
 - A. The Myocarditis Foundation grants to Third Party a limited, non-exclusive sublicense to use the Licensed Marks during the term of this Agreement. Third Party shall be prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks. In the event of a breach of this Agreement by Third Party, Myocarditis Foundation may require the removal of the Licensed Marks at any time from any materials developed in connection with the Event. Myocarditis Foundation and Third Party agree that all right, title and interest in and to the Licensed Marks shall inure to the sole benefit of the Myocarditis Foundation.
 - B. Third Party grants the Myocarditis Foundation a limited, non-exclusive license to use the Third Party Name and logo provided by the Third Party for the sole purpose of acknowledging the Event; provided, however, any other use by the Myocarditis Foundation of intellectual property rights owned by Third Party requires Third Party's prior written consent.
6. Promotion. Third Party shall be solely responsible for promoting the Event and may do so in the manner and to the extent agreed upon in advance with the Myocarditis Foundation. Third Party shall provide Myocarditis Foundation access to and right to use any database of consumer information generated through the Event, without charge, to the extent permitted by applicable law or otherwise.
7. Permission to Link. Myocarditis Foundation may grant Third Party permission to provide a link from its website to the Myocarditis Foundation website. The Myocarditis Foundation reserves the right to withdraw such permission at any time in the future, but any such withdrawal shall not terminate or otherwise modify this Agreement. Upon termination of the Event or this Agreement, whichever is earlier, and in the event such permission to link is granted to Third Party, Third Party shall have 14 days to remove the above referenced link from its website.
8. Compliance with Laws. Third Party agrees to comply with all laws relating to the promotion and conduct of the Event and its activities under this Agreement, including, without limitation, all consumer and other disclosure requirements. Third Party further agrees to file all appropriate registrations and post all necessary bonds, and obtain all permits, releases, consents, licenses and approvals, necessary for promoting and conducting the Event. Third Party agrees to comply with all IRS regulations governing charitable donations for participation in fundraisers, and to hold the Myocarditis Foundation harmless for any compliance issues.
9. INDEMNITY. THIRD PARTY AGREES TO IMDEMNIFY AND HOLD THE MYOCARDITIS FOUNDATION HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR OTHER EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES THE MYOCARDITIS FOUNDATION MAY INCUR BY REASON OF (A) THE THIRD PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (B) ANY CLAIM(S) OR LAW SUIT(S) BROUGHT BY A PARTY THAT IS NOT A PARTY TO THIS AGREEMENT ARISING OUT OF, OR IN CONNECTION WITH (I) THE THIRD PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR (II) ANY SERVICE OR PRODUCT SOLD OR PROVIDED BY THE THIRD PARTY IN CONNECTION WITH THE EVENT.
10. Insurance. In addition to any other insurance the Third Party must maintain under this Agreement, Third Party shall maintain, during the term of this Agreement, commercial general liability insurance in the amount of \$1,000,000 per occurrence, which covers liability for bodily injury, property damage, death and advertising injury arising in connection with the Event. Third Party shall name Myocarditis Foundation as Additional Insureds on all insurance policies required under the terms of this Agreement solely with respect to the Event.

11. Default and Early Termination. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party. In the event of an early termination, the parties shall proceed in a commercially reasonable manner and in good faith to facilitate a professional separation. In the event of an early termination due to a breach by the Myocarditis Foundation, Myocarditis Foundation shall be entitled to all donations due under this Agreement up to date of termination; provided, however, that, in the event of a Flat Donation, Myocarditis Foundation shall be entitled to a pro-rated portion of the Flat Donation if (i) the Event was promoted prior to the date of termination or (ii) the Flat Donation was publicly disclosed prior to the date of termination. In the event of an early termination due to a breach by the Third Party, Myocarditis Foundation shall be entitled to all donations due under this Agreement up to the date of termination, including, but not limited to, the full guaranteed minimum donation or full flat donation, as the case may be. The provisions of this Section 11 shall not preclude the parties from seeking any other remedies available to them under this Agreement and applicable law.

12. Dispute Resolution. In the event of any dispute arising out of this Agreement, with the exception of licensing and trademark disputes, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree to seek resolution through mediation. Any party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to the mediation in the city which Myocarditis Foundation is located. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. The parties hereby agree not to commence litigation until completing at least 8 hours of mediation with an equally agreed-upon mediator. Notwithstanding the above, in the event the Myocarditis Foundation believes immediate injunctive relief is required to protect the Licensed Marks, Myocarditis Foundation may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

13. Audit Rights. Third Party agrees to maintain accurate and complete financial records regarding the Event and to do so in accordance with applicable law and agrees the Myocarditis Foundation may, with 10 days' prior notice, conduct an audit of such records during regular business hours at any time reasonably requested by Myocarditis Foundation.

14. Relationship of Parties. The parties of this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement.

15. Entire Agreement. This Agreement supersedes any prior understandings or oral agreements between Third Party and the Myocarditis Foundation regarding the subject matter hereof and constitutes the entire understanding and agreement of such parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between Third Party and the Myocarditis Foundation regarding the subject matter hereof other than those set forth herein.

16. Assignment. No party may assign, directly or indirectly, by operation of law, change of control or otherwise, the Agreement, or any rights or obligations hereunder, without prior written consent of the other parties, which shall not be unreasonably withheld. Any attempt to assign this Agreement in contravention of this Section 16 shall be void and of no force and effect.

17. Notices. Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via facsimile with receipt confirmed or (ii) the next business day following deposit with reputable courier service for overnight delivery. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Myocarditis Foundation is located. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state of choice and the parties consent to the exclusive jurisdiction of such courts.

19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g. photocopy, facsimile) is considered an original.

20. Severability. This Agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.