

Colonial Flag Foundation

EVENT-LICENSE AGREEMENT (11/20/15.ww)

Colonial Flag Foundation (CFF) AKA Healing Field Foundation, is a 501 (c) (3) non-profit charitable foundation formed for the purpose of promoting the Healing Field® and Field of Honor® “Programs” throughout the world. These Programs include arrangements of flags displayed in a community to promote unity, awareness, understanding, fundraising and appreciation of charitable and patriotic causes and events. CFF has developed systems, methods, procedures, and products of a proprietary nature, for the safe, efficient and respectful promotion and presentation of the Programs. The Programs of CFF are protected under US Patent No. 8,706,54; a Business Method for Charitable Fund-Raising Patent with the US Patent office.

Buyer, _____, hereby contracts with CFF to purchase the license and products for the CFF trademarked systems, methods and procedures as described in greater detail on Schedule A. Agreement shall be for the purchase of the _____ package with a minimum of _____ postings for event date(s) _____ to _____ at _____ City, _____ State and following review and acceptance by CFF of the Project Planning Worksheet (as referenced below) with the following terms and conditions: All use of CFF patented programs must be licensed/registered with prior approval through CFF’s application process.

1. Charitable Purpose. Buyer will use the net proceeds for presenting a Program in its community only for legitimate charitable purposes. The expenses incurred by Buyer in presenting a CFF Program shall be reasonable in nature and amount to increase the net proceeds available for Buyer’s charitable purpose. The charitable purpose for which Buyer wishes to present a CFF flag event in said community is:

2. License and Commencement. Together with this Agreement and a completed Project Planning Worksheet (Schedule B), Buyer must submit license fee according to Program Package ordered. CFF will review Buyer’s Project Planning Worksheet/Application of a proposed Program in a community and, if accepted by CFF, will (i) finalize with Buyer the Schedule A (which shall be incorporated into this Agreement) for the precise field size, products, materials, consulting service and payment schedule referenced therein; (ii) retain the license application fee which shall then be non-refundable; (iii) provide Buyer with manuals, materials, event planning services and information developed by CFF for the presentation of a Program; (iv) CFF will designate reasonable area, distance proximity and timeline between Buyer’s event and similar licensed events; (v) begin assisting Buyer in coordinating and promoting the approved event, and (vi) begin preparing the materials, timeline, products and supplies for the program event as set forth in Schedule A. If CFF does not accept Buyer’s application for any reason, CFF will return Buyer’s license fee. Buyer shall not use the name(s) Healing Field, Field of Honor under any other name or trade dress or hold itself out as presenting an authorized Program until this Agreement and Buyer’s License Fee is accepted by CFF. *Each* flag display event requires an approved license.

3. Fundraising and Sponsorships. Your organization may not commence general fundraising or flag sales for the hosting of a Program until your license fee and application are received and accepted by the Colonial Flag Foundation headquarters. Sponsorship funds must be first applied to the cost of your program package and additional funds raised can be used for additional reasonable costs and then donated to the previously committed charity. If for any reason your committee is unable to complete this contract by the Program in your community, all funds raised through sponsorship donations and flag sales must be returned to the donating party or submitted to CFF for charitable

distribution as this is the purpose and pretense in which they were raised.

4. Payment and Time of Buyer’s Performance. Buyer’s payment terms and payment deadlines for Buyer’s purchase of CFF products and license of CFF systems are set forth in Schedule A (payment schedule). The critical path timeline and deadlines for Buyer’s and CFF’s performance and preparations for Buyer’s proposed Program components are as set forth in the Schedule A. Schedule A may, if necessity requires, be completed and delivered to the Buyer after this Agreement. Once the scope of Buyer’s proposed Program has been finalized through the Project Planning Worksheet (Schedule B) and the finalized Schedule A, Buyer may then display the Program.

5. License. CFF hereby grants Buyer a non-exclusive, limited license to use CFF patents, trademarks, service marks or trade names (“CFF Licensed Property”) only for the Program described in this Agreement and only from the time this Agreement is accepted by CFF and this limited license shall immediately terminate at the completion of the Program. Upon termination of the License, Buyer agrees to cease any and all use of the CFF Licensed Property. Notwithstanding, Buyer may use CFF Licensed Property only with an accepted Agreement for presenting a Program for future years. At the completion of the event, Buyer must submit financial report accounting for use of funds and charitable distribution. Buyer must also submit list of donors, sponsors and contributors with contact information and amount donated to the licensed fundraising event. Buyer understands and agrees that all CFF Licensed Property and goodwill associated therewith is the sole and exclusive property of CFF.

6. Right of First Refusal. Buyer will have the first right for the next calendar year to present a similar Program in the specific community where Buyer presented this Program under the terms of this Agreement.

7. Inspection. Buyer is responsible to inspect and notify CFF immediately on receipt of the CFF products of any defects or deficiencies; otherwise the product shall be deemed received as set forth in Schedule A. After receiving the CFF products, Buyer is responsible to appropriately store and protect the CFF products for presentation of Program.

8. Presenting the Program Display. Buyer will present the Program display in the manner described and directed in the CFF

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manuals, instructions and materials provided to Buyer including, without limitation, lighting, flag etiquette, and appropriate signage and attribution that the Program display presented by Buyer is a Licensed Healing Field® or Field of Honor® flag display event, a Program of Colonial Flag Foundation. Buyer will not change or alter in anyway the CFF Licensed Property including, but not limited to, logos, name, procedures and products, including flag kit components. Content and preparation of all promotional materials including, but not limited to, websites, social media, signage and printed media materials that represent Programs of CFF must use appropriate CFF logos and attribution that the Buyer's event is a Program of Colonial Flag Foundation. All promotional items and materials must be reviewed and approved by CFF prior to public release. Buyer shall not represent itself as the founder or originator of the Programs of CFF. Buyer may not charge any admission for public entrance to the Program display, and will not permit anyone else to do so. Buyer will use the name(s) of CFF and its programs and materials only for the Program display covered by this Agreement and will not vary from promotional materials provided by CFF without CFF's approval. Buyer will not engage in or permit any conduct which interferes with or detracts from or impairs the reputation or goodwill of CFF or the honor, dignity and respect that must accompany all aspects of the presentation of the Program display. This includes, but is not limited to, the sale of merchandise at/or other events held in conjunction with the CFF event.

9. Warranty. CFF warrants that the merchandise is properly licensed, manufactured, sold, and distributed in compliance with the Uniform Commercial Code. In order to facilitate CFF programs as a catalyst for fundraising and awareness on temporary displays, the flags and flag kit components provided for said programs are economically priced. USA flags are printed and made in the USA. CFF does not suggest or imply any guarantee of durability or permanence of flags once they are posted and flown on a field for any period of time. Flags and flag kit component parts may not endure inclement weather, wind, or water without wear.

10. CFF Support. CFF will assist Buyer in the form of consultation, sample forms, and technical support with organizing matters, fundraising, sponsorship, advertising, promotion and media relations for the Program presented by Buyer. Nevertheless, CFF shall not be responsible for the success or failure of Buyer's Program and Buyer shall be solely responsible for all fundraising, sponsorship, advertising, promotion and production of the event in accordance with the instructions and materials provided by CFF.

11. Non-Competition and Non-Disclosure. Buyer agrees that it will not disclose to any third party or use any confidential information disclosed to it by CFF except as expressly permitted in this Agreement and necessary for the production of the Program under this Agreement, unless subject to open record requirements under Wisconsin State Law. "Confidential Information" means CFF manuals, instructions and program related materials provided to Buyer in connection with this

Agreement for carrying out the Program by Buyer under this "confidential" or "proprietary" but will not include information that (i) is already publicly available outside this Agreement; (ii) or that Buyer knew prior to receiving such information from CFF. Buyer may disclose Confidential Information on a "need-to-know" basis to its employees, legal counsel, accountants, banks and other financing sources and their advisors and as needed to produce the Program. Buyer (a) shall not directly or indirectly use CFF information, programs or systems (b) shall not directly or indirectly produce or promote any like display or event using information, systems, products or programs of CFF, and (c) shall not sell, permit the sale or offer for sale or share products including but not limited to flags and flag kits, information, systems, programs of CFF to any person(s), organization or entity for the purpose of producing or promoting any like display. (d) Shall not sell, offer for sale or permit the selling of any merchandise at or in connection with the Healing Field or Field of Honor event which detracts from or conflicts with the CFF products set forth in Schedule A.

12. Miscellaneous. Buyer shall not assign its rights or obligations or components under this Agreement. This Agreement shall be governed by Utah law and any dispute arising under this Agreement shall be resolved in the appropriate court located in Waukesha County, WI. In any suit filed to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, Buyer acknowledges and agrees that the unauthorized use or of CFF's Licensed Property or Confidential Information, or its breach of its obligations under Section 3, 5 or 11, would cause irreparable harm to CFF. Accordingly, Buyer agrees that CFF shall have the right to obtain an immediate injunction against any breach or threatened breach of any term of those sections, without the necessity of proving damages or posting a bond or other security, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. Buyer understands and agrees that Buyer is not in any way a partner, agent or joint venture of CFF but is merely an independent contractor and purchaser of products and services from CFF. Any delay or failure of performance by either party under this Agreement will not be considered a breach if the delay or failure was beyond the reasonable control of the party such as acts of God, shortages, strikes, labor disputes, terrorism or the like. This Agreement shall be and remain valid in whole and in part to the greatest lawful extent, notwithstanding any unlawful part or portion which shall be deemed revised so as to be lawful or deleted only to the extent required that the greatest portion of the Agreement shall remain valid and enforceable. This Agreement, including the schedules and all manuals and materials referenced herein are complete and the agreement of the parties with respect to the Programs may not be changed except by the agreement of both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of date of acceptance stated below.

COLONIAL FLAG FOUNDATION _____

Authorized signature: _____

Title: _____

Date Accepted: _____

BUYER, _____

Authorized signature: _____

Print name & Title: _____

Date: _____