



Planned Parenthood Gulf Coast

THIRD PARTY EVENT AGREEMENT

Select Planned Parenthood Gulf Coast (PPGC) Texas or Louisiana Event

4600 Gulf Freeway Houston, TX 77023
713-831-6607
TXEvents@ppgulfcoast.org

4636 S. Claiborne Ave, Suite 100, New Orleans, LA 70125
504-407-1786
LAEvents@ppgulfcoast.org

FULL LEGAL NAME OF THIRD PARTY: _____

THIRD PARTY ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ WEBSITE: _____

THIRD PARTY CONTACT: _____ DATE(S) OF EVENT: _____

EVENT NAME: _____ DESCRIPTION OF EVENT: _____

LOCATION OF THE EVENT: _____

DONATION DESCRIPTION: (describe basis of donation to be made to PPGC - i.e. flat donation, event admission, pledges, guaranteed minimum donation)

DONATION PAYMENT SCHEDULE:

Advance payment of \$ _____ due to PPGC on _____ (date).

Payment of all donations accrued due to PPGC within 30 days after the end of 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 to PPGC for such payment.

REQUEST PERMISSION TO USE THE FOLLOWING MARKS (check all that apply):

"Planned Parenthood Gulf Coast" name PPGC logo PPGC Website Speak on behalf of PPGC Other (including "Planned Parenthood," "Care. No Matter What." marks and other trademarks)

Please explain: _____

- The marks selected above ("Licensed Marks") may be used by Third Party during the term of this Agreement for the sole purpose of promoting the Event.
- Third Party will present to PPGC for its approval (which approval shall not be unreasonably withheld), prior to printing, distribution, publication, display, or use, any and all promotional materials and scripts of all statements, oral or written, to be made by Third Party, its agents or spokespersons, which use or refer to any Licensed Marks.
- Event materials and statements must state that the Licensed Marks are registered trademarks of Planned Parenthood and must be consistent with both parties' outstanding public images.

PROMOTION OF THE EVENT: Third Party agrees to promote the Event as follows: _____

- All promotional and sales materials advertising the Event must state the exact dollar amount or percentage of retail price of all monies from the Event that will be donated to PPGC in clear, unambiguous, and readily identifiable fashion.
- Third Party may only promote the Event in the following service area of PPGC: _____

REQUEST PPGC SUPPORT FOR THE FOLLOWING (check all that apply):

Branded materials Donation envelopes PPGC event presence PPGC speaker (see "Request for Public Speaking Form") Other

Please explain: _____

SPECIAL TERMS/ADDITIONAL OBLIGATIONS/OTHER (including, but not limited to, additional insurance requirements other than those set forth on Page 2 of this Agreement): _____

INSURANCE: Third Party shall obtain all insurance necessary for the safe and lawful conduct of the Event. Not later than 30 days prior to the Event, Third Party shall provide PPGC with a certificate of insurance evidencing the insurance coverage required under this Agreement.

By executing this Agreement, Third Party agrees to be bound by the Standard Terms and Conditions as set forth on Page 2 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 that 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 _____, 20____ (the "Effective Date").

Planned Parenthood Gulf Coast, Inc. ("Third Party") _____

Name/Title: _____

Name/Title: _____

Signature: _____

Signature: _____

STANDARD TERMS AND CONDITIONS

1. Planned Parenthood Gulf Coast, Inc. Planned Parenthood Gulf Coast (PPGC) is a non-profit organization exempt from federal income tax pursuant to Internal Revenue Code section §501(c)(3). PPGC is affiliated by agreement with the Planned Parenthood Federation of America (PPFA), and is a separate and independent operating entity from PPFA. Third Party and PPGC agree that PPGC 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 that the provisions of Sections 5.B., 8, 9, 12, 13, 17 and 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 PPGC by check at the PPGC regional address listed on Page 1 of this Agreement.

4. Operations and Costs. 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 that the Event is conducted in a professional manner befitting 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. PPGC is a licensee of PPFA with respect to the Licensed Marks. PPGC 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, PPFA and/or PPGC may require the removal of the Licensed Marks at any time from any materials developed in connection with the Event. PPGC and Third Party agree that all right, title, and interest in and to the Licensed Marks shall inure to the sole benefit of PPFA.

B. Third Party grants to PPGC 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, that any other use by PPGC 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 PPGC. Third Party shall provide to PPGC 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. PPGC may grant Third Party permission to provide a link from its website to the PPGC website. PPGC 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, applicable gaming laws, alcoholic beverage regulations, IRS reporting requirements, and all consumer or 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.

9. INDEMNITY. EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT THE OTHER PARTY MAY INCUR BY REASON OF (A) THE INDEMNIFYING PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (B) ANY CLAIM(S) OR LAWSUIT(S) BROUGHT BY A PARTY THAT IS NOT A PARTY TO THIS AGREEMENT ARISING OUT OF, OR IN CONNECTION WITH, (I) THE INDEMNIFYING PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT; OR (II) ANY SERVICE OR PRODUCT SOLD OR PROVIDED BY THE INDEMNIFYING PARTY IN CONNECTION WITH THE EVENT.

10. Insurance. In addition to any other insurance that 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 \$1,000,000.00 per occurrence, which covers liability for bodily injury, property damage, death, and advertising injury arising in connection with the Event. Third Party shall name PPFA and PPGC 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 PPGC, PPGC shall be entitled to all donations due under this Agreement up to the date of termination; provided, however, that, in the event of a Flat Donation, PPGC 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 Third Party, PPGC 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, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute 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 mediation in the city in which the PPGC regional office 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. Notwithstanding the above, in the event that PPFA and/or PPGC believes that immediate injunctive relief is required to protect the Licensed Marks, PPFA and/or PPGC 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 that PPGC may with 10 days prior notice conduct an audit of such records during regular business hours at any time reasonably requested by PPGC.

14. Relationship of Parties. The parties to 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 PPGC 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 PPGC 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, this Agreement, or any rights or obligations hereunder, without the 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 a 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 PPGC regional office is located ("State of Choice"). 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 or federal courts of 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.