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**LICENSING AGREEMENT BETWEEN SECOND HARVEST FOOD BANK OF
NORTHWEST PENNSYLVANIA (SHFB) AND**

Sponsoring Organization _____

Contact Person _____

Contact Address State/Zip _____

Contact Phone _____ **Contact Email** _____

- Check here if you do not want SHFB to use your name and number as the event contact on our website.
- I would like my donation to be used for (check appropriate box below):
- General Food Banking
- BackPack Program
- Produce Express

Event Description:

Title: _____

Date(s) and Time(s): _____

Location & Address:

Briefly describe the Event(s): _____

(Provide additional sheets if necessary)

Other individuals or groups that will help conduct the Event(s) are: (Provide additional sheets if necessary)

The Second Harvest Food Bank of NW PA is extremely proud of its reputation. It is our good name that allows us to continue to attract the funds and services to help alleviate hunger in our region. We therefore work hard to protect our name and to ensure that it is used properly.

Purpose:

This shall constitute an agreement (“Agreement”) between SHFB and the Sponsoring Organization under which SHFB will receive contributions from individuals and groups for the purpose providing food to people residing in northwest Pennsylvania who are in need of food. Sponsoring Organization desires to conduct an "Event(s)" for the purpose of raising funds for that purpose and with the intent to be legally bound agrees as follows:

Accounting:

1. Sponsoring Organization will contribute 100% of the proceeds of Event(s), less actual out-of-pocket costs incurred, to SHFB within thirty (30) days following the completion of the Event(s).
2. The Sponsoring Organization must do all bookkeeping for the Event(s) and track all revenues and expenses. All donated checks should be made payable to Second Harvest Food Bank of NW PA and delivered to SHFB as soon as possible.
3. The Sponsoring Organization of the Event(s) may not open a checking account in the name of the Second Harvest Food Bank of NW PA.
4. For any Event(s), SHFB reserves the right to conduct an audit of the event proceeds and expenses.
5. The Sponsoring Organization must contact SHFB before soliciting corporations, businesses, sports teams, or individuals for cash or in-kind donations.
6. The SHFB does not endorse products. However, SHFB may choose to accept proceeds from promotions by a reputable firm that sells the product. In each case, the product must be submitted to the SHFB for approval. Furthermore, SHFB does not subscribe to telephone solicitation, paid solicitors, or door-to-door solicitors.

7. **CBBB Disclosure Requirements:** In accordance with standards adopted by the Council of Better Business Bureaus, the Sponsoring Organization agrees that any solicitations made in conjunction with the sale of goods, services, or admissions will identify at the point of solicitation: (a) that SHFB is the benefiting organization; (b) that written information about SHFB is available by calling 814-459-3663 or 1-800-604-9186 or by visiting our website www.nwpafoodbank.org and (c) the actual or anticipated portion of any sales or admission price that will benefit SHFB.
8. Sponsoring Organization agrees that, except for any costs or expenses that SHFB expressly agrees in writing to pay, Sponsoring Organization shall pay all costs and expenses incurred in connection with Event(s). If funds do not cover expenses, it is the Sponsoring Organization's obligation to cover the deficit.

Media, Public Relations, Logo/Trademark

1. All printed material (fliers, posters, and invitations) that contains the Second Harvest Food Bank of Northwest Pennsylvania name and/or logo or any derivation thereof, must be approved in writing by SHFB. In addition, SHFB requests the opportunity to approve the wording on all publicity releases.
2. Sponsoring Organization agrees that SHFB has the right to withdraw its name from affiliation with Sponsoring Organization or the Event(s) if the Board of Directors of SHFB determines that it no longer wishes to be associated with the Event(s).
3. Sponsoring Organization recognizes the need to maintain high standards in producing the Event(s) and agrees that it will not alter SHFB's name or logo.
4. The Commonwealth of Pennsylvania requires that the following statement must appear on all printed matter, including flyers, tickets, posters, invitations, and any other printed material pertaining to SHFB, with the exception of any media releases:

**A copy of the official registration and financial information may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999.
Registration does not imply endorsement.**

Licenses and Acknowledgements:

1. Sponsoring Organization represents to SHFB that all necessary insurance and requisite licenses and permits will be obtained and will be in full force during the Event(s).
2. Sponsoring Organization acknowledges that it is the sponsor of the Event(s), and that SHFB is in no way responsible for the Event(s).

Hold Harmless:

Sponsoring Organization shall indemnify and hold harmless SHFB, its directors, employees and legal representatives from all claims, loss, damage, injury, liability, costs, and expenses of whatsoever kind or nature caused by, arising out of, or occurring in connection with, or claimed to have been caused by or to have arisen out of, or to have

occurred in connection with any act or omission to act by Sponsoring Organization in connection with the Event(s) described in this Agreement.

Term of Agreement:

This Agreement shall terminate at the conclusion of the Event(s) provided Sponsoring Organization may continue to receive funds for and disburse funds received to SHFB following the termination date, but may not continue to use the SHFB name or logo.

If the foregoing correctly sets forth your understanding, please sign in the space provided below and return a signed copy of the Agreement to SHFB at your earliest convenience.

ACCEPTED AND AGREED TO:

By: _____
Authorized Representative
Sponsoring Organization

By: _____
Authorized Representative
Second Harvest Food Bank of Northwest Pennsylvania