

HOME FOR HOPE: A Day of Giving Donation and Pledge Form

Yes! We will participate in the Atlanta Market "Home For Hope: A Day of Giving" fundraiser for City of Hope on Thursday, January 10, 2019 to join in the fight against cancer, diabetes and other life-threatening diseases.

Contact Name _____

Company Name _____

Address _____

Phone number _____ Email _____

Pledge to donate on Thursday, January 10, 2019

Percentage of Total Sales _____ %
(or)

Donation Amount Per Order \$ _____

Donation (*minimum \$500*)

\$500 \$1,000 \$2,500 \$5,000 Other \$ _____

Please bill my credit card: Visa MC AMEX Discover

Personal Corporate

Name _____

Company _____

Card No. _____ Exp. _____

Signature _____

Checks to be made payable to: City of Hope/IHFI

Signature _____ Date _____

By signing and submitting this application, you are indicating that you have read, understand and agree to adhere to City of Hope's Third Party Terms and Conditions on the next page.

Please return signed pledge application to City of Hope at furniture@coh.org or fax (626) 218-7203

Mailing address is City of Hope, Attn: IHFI, 1500 E. Duarte Rd., Duarte, CA 91010

For more information please contact: Loren Burandt, Coordinator of Corporate Philanthropy, City of Hope

(626) 218-6391 or lburandt@coh.org

CITY OF HOPE CHARITABLE SALES PROMOTION TERMS AND CONDITIONS

These Terms and Conditions shall apply to any charitable sales promotion described in the attached letter agreement between the Company and City of Hope ("COH").

1. Promotional Materials.

1.1. Promotional materials for the Promotion ("Materials") must be approved by COH prior to use. No other use of COH's name, logo or trademarks ("COH Marks") is permitted without COH's express written approval.

1.2. Subject to the terms and conditions hereof, COH grants Company a non-exclusive, non-transferable, limited license and right to use the COH Marks in the form provided by COH solely in production of the Promotional Material and the operation of the Promotion during the Promotion Period. Company's use of the COH Marks will comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and will clearly indicate COH's ownership of the COH Marks as requested and approved by COH. This license does not include any right to sublicense the COH Marks. The permission to use the COH Marks granted by Section 1.2 this Agreement shall not be assigned, re-licensed or in any way transferred by Company without COH's prior written consent, which may be withheld in its sole discretion. In no event shall this Agreement constitute an assignment or sale by COH of the COH Marks or of any rights in or to the COH Marks, and Company shall have no rights in or to the COH Marks, or any portion thereof, except as expressly granted under this Agreement. COH expressly reserves to itself all rights in and to the COH Marks and any portion thereof not expressly granted to Company under this Agreement.

1.3. Company agrees that: (a) it will not challenge or participate in any challenge to COH's ownership of the COH Marks or the registrations thereof, or of COH's exclusive right to use the COH Marks; (b) Company will not use, nor permit the use of, the COH Marks or other property of COH in connection with any materials, advertising, products or services unrelated to the Promotion; and (c) Company will not adopt or use, without COH's prior written consent, any work or mark which is likely to be similar to or confusing with the COH Marks.

1.4. Company grants to COH a non-exclusive, non-transferable, limited license and right to use Company's name and logo in the form provided by Company solely in connection with COH's promotion of the Promotion. COH's use of the Company Marks is subject to the prior written approval of Company.

1.5. Company agrees that it will not make any written or verbal representations or statements, or engage in any action, which could be construed by the public as an endorsement by COH of any products manufactured, distributed and/or sold by Company, including the Products.

2. Nature of Relationship of the Parties.

2.1. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any right, power or authority of any kind to bind the other party or assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

2.2. Company is solely responsible for withholding and paying all federal, state and local taxes, social security payments, and any other taxes or payments which may be due incident to the sale of the Products. Company will not receive any compensation or reimbursement from COH for fundraising or other costs associated with, or in connection with, the Promotion.

2.3. Company will be the producer and owner of the Promotion. COH's interest in the Promotion is limited to the donation resulting therefrom. Except as set forth herein including but not limited to Section 4.2 herein, COH will not have any direct involvement in the Promotion, and Company will have sole control over the manner and means in which the Promotion is produced and administered.

3. Accounting; Charitable Contribution for Pledges.

3.1. Company will maintain complete and accurate records containing all information required for computation and verification of the number of Products (and the purchase price of each Product if donation is based on sale price) sold pursuant to the Promotion. COH, through its representatives or through its independent auditors, has the right at all times to inspect and copy all financial data, books and records of Company that relate solely to the number of Products (and the purchase price of each Product, if applicable) sold in connection with the Promotion.

3.2. If the Promotion is less than ninety (90) days, within thirty (30) days of the Promotion End Date, Company will provide to COH a final accounting that sets forth the number of Orders placed on January 11, 2018 in connection with the Promotion during the Promotion Period and make a charitable contribution to COH in the form of a check made out to "City of Hope" and mailed to the designated COH contact.

4. Liability and Indemnification. In no event shall COH have any liability of any kind in connection with the conduct of the Promotion, the sale of the Products or with any other products manufactured, distributed or sold by Company or with any activities conducted by Company in connection with making such sales. Company agrees to indemnify, defend, and hold harmless COH and its respective officers, directors, employees and affiliates, from and against any and all claims, obligations, disputes, demands, liabilities, expenses (including reasonable attorneys' fees), actions or causes of action relating to, arising out of or occurring in connection with Company's activities under this Agreement, except as otherwise stated herein. This indemnification obligation will survive the expiration or earlier termination of the Agreement.

5. Insurance. Company represents that it currently maintains, and will continue to maintain at its sole cost and expense during the term of this Agreement, comprehensive general liability insurance, including product liability coverage, with an occurrence limit of not less than One Million Dollars (US \$1,000,000). Company agrees to provide evidence of such insurance coverage to COH upon request.

6. Term; Termination; Duties Upon Termination of Promotion.

6.1. This Agreement will terminate on the earlier of the Promotion End Date or the date that this Agreement is terminated under this Article 5 (the "Termination Date"). On the Termination Date, Company will (a) cease all marketing of the Promotion and (b) order the deletion or destruction of all Promotional Material and other collateral associated with the Promotion bearing the COH Marks or otherwise related to the Promotion. Company will use reasonable best efforts to ensure that Products are not offered for sale with Promotional Material after the Termination Date. Any Product sold after the Termination Date will not be deemed sold as part of the Promotion affecting the contribution to be made by Company to COH.

6.2. Either party may terminate this Agreement in the event of a material breach by the other party of any obligations, covenants, representations or warranties in this Agreement if such breach cannot be, or has not been, cured within twenty (20) days after written notice of breach has been provided to the breaching party.

6.3. COH may elect to terminate this Agreement upon the occurrence of any event during the Promotion Period which in COH's reasonable judgment materially threatens the reputation or good standing of any Product or Company such that COH's reputation might be adversely affected. COH may cancel this Agreement without cost, penalty or liability for a period of fifteen (15) days following the date on which the Agreement is filed with any regulatory authority, as may be required by law. Cancellation pursuant to this provision must be in writing by COH and sent to Company at the address provided by Company. Notice will be deemed effective when mailed by COH provided that such notice is properly addressed and postage prepaid and indicates that COH does not intend to be bound by the Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, with respect to such subject matter.

8. Modification. This Agreement shall not be altered, amended or modified in any way except by a written instrument dated subsequent to the date of this Agreement and signed on behalf of COH and Company by their respective duly authorized representatives.

9. Governing Law; Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in federal court in the Central District of California or in state court in the County of Los Angeles, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.