



## CFBNJ EVENT AGREEMENT FORM

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*Revised August 2020*

Contact Information		
Name of Company/Organization:		
Contact Name:		
Phone:		
Email:		
Address:		
City:	State:	Zip:

Event Information
Event Name:
Date(s) of Event:
Location:
Event Description:
Projected Event Revenue:
Percentage of Proceeds for CFBNJ:
Please name any other charitable organizations that will benefit from this event:
Use of CFBNJ Logo: <input type="checkbox"/> Yes <input type="checkbox"/> No
CFBNJ representative for event attendance: <input type="checkbox"/> Yes <input type="checkbox"/> No



This Event Agreement (the "Agreement"), effective as of the date of last signature below (the "Effective Date"), constitutes the agreement between the Community FoodBank of New Jersey (the "FoodBank") and \_\_\_\_\_ (the "Organizer") for a Fundraising Event \_\_\_\_\_ (the "Event"), as described below.

## **I. Roles and Responsibilities of Organizer**

- Organizer shall be responsible for the management and promotion of the Event, including the strategy, materials, and all associated costs.
- Organizer, including its officers, directors, employees or other representatives, shall not publicly disparage the FoodBank at any time during the Term.
- All media and public communication mentioning FoodBank, its mission, work and logo must be approved before release, distribution or publication.
- The Organizer (a) will comply with all applicable laws during the planning, promotion and conduct of the Event; (b) all necessary insurance, licenses and permits will be obtained and will be in force through the conclusion of the Event; (c) the Event will result in no cost or expense to the FoodBank whatsoever, unless expressly agreed in writing to the contrary; and (d) it will indemnify and hold the FoodBank harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the Event.
- Tax receipts will be issued only for donations made directly to the FoodBank for which no goods or services are exchanged.
- Organizer must provide donation proceeds and a summary of event results within 60 days of the event's end.

## **II. Use and approval of the FoodBank's logo, name and marks**

- The FoodBank hereby grants to the Organizer a non-exclusive right to use its logo, name and/or marks (the "FoodBank Marks") in any and all media during the Term in connection with the Event.
- Organizer may use the FoodBank Marks during and after the Term on its website(s) and in publicity materials to describe the Event and/or Organizer's contribution to the FoodBank pursuant to this Agreement.
- The FoodBank shall have the right to approve the manner in which the FoodBank Marks are used in the Promotional Materials produced by the Organizer (if any). Approval shall not be unreasonably delayed or withheld. The FoodBank agrees that it will provide comments or consent within five (5) business days from the date that the Organizer has submitted its request for approval. Approval shall be deemed granted after the expiration of this time period.
- All FoodBank Marks are and shall remain the property of the FoodBank.
- The FoodBank acknowledges that it has no right and agrees that it will not claim any, in or to any Promotional Materials produced by the Organizer hereunder or in or to any of the Organizer Marks (as defined below).

## **III. Use and approval of the Organizer's logo, name and marks**

- Any use by the FoodBank of the Organizer's logo, name, and/or other information about the Organizer (the "Organizer Marks") in any and all media, including in the Promotional Materials



created by the FoodBank, during the Term or otherwise in connection with the Event, shall be subject to the prior written consent and approval of Organizer in each instance (if applicable).

- All Organizer Marks are and shall remain the property of Organizer.
- Organizer acknowledges that it has no right, title or interest, and agrees that it will not claim any, in or to the Promotional Materials produced by the FoodBank hereunder (excluding any Organizer Marks used therein), or in or to any of the FoodBank Marks.

**IV. General Provisions**

- Unless required by law or provided herein, the FoodBank and Organizer shall not divulge to any third parties any confidential information concerning the Event including, without limitation, the details of this Agreement.
- This Agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof, and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations, or warranties among the parties other than those set forth herein.
- This Agreement may be signed in one or more counterparts, which, when taken together, shall constitute but a single document when executed by all of the parties. Each of the parties agrees that its facsimile signature or electronic signature on this Agreement shall have the same force and effect as an original, non-facsimile, non-electronic signature by such party.
- No waiver by either party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term of or condition of this Agreement.
- This Agreement may only be amended in writing, and any such amendment must be signed by representatives of both the FoodBank and Organizer.
- This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

COMMUNITY FOODBANK OF NEW JERSEY	ORGANIZER
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: