

**AMERICAN COLD NOSE PATRIOTS
COMMUNITY EVENT AGREEMENT**

This Community Event Agreement (this “**Agreement**”) is made effective as of clicking submit, by the Company and (“**Event Organizer**”). The Company and the Event Organizer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

BACKGROUND

A. American Cold Nose Patriots Inc (“**Company**” or “**ACNP**”) is a Texas nonprofit corporation recognized as tax-exempt under IRC § 501(c)(3).

B. The mission and purpose of the Company is to send our K9 forces the beneficial items needed for their service abroad. ACNP mobilizes when a need arises, whether planned or urgent for our cold nose warrior teams. Through social media, charitable events, and interaction with private donors, ACNP builds, grows, and maintains a faithful member community to fund the acquisition and transportation of necessary supplies. While other organizations focus on pairing dogs with veterans suffering from PTSD, the ACNP works with the United States Military K9 division to help fill the supply gap for deployed canine warriors and the American soldiers that serve with them. The vital role that these military dogs play is crucial to America’s peace, freedom, and liberty. All donations, contributions and royalty payments made payable to the Company are fully tax deductible for federal income tax purposes.

C. Event Organizer desires to conduct an event for the benefit of the Company.

AGREEMENT

1. Proposal Review. The Company will review Event Organizer’s event proposal within ten (10) business days of submission and will notify Event Organizer by email concerning approval or rejection of the event (the “**Fundraising Event**”).

2. Term. The term of this Agreement shall commence on the date Company approves the Fundraising Event and shall terminate thirty (30) days after the last day of the Fundraising Event, as listed on the registration form. Company may terminate this Agreement at any time and for any reason in its sole discretion. Event Organizer shall have five (5) days after expiration or termination of this Agreement to dispose of all Marketing Materials (as defined in Section 6) and items bearing the Company’s intellectual property, to cease any and all use of the Company’s intellectual property for any reason, and to distribute, destroy, or return to the Company any and all the ACNP Provided Materials (as defined in paragraph 5(A)). For purposes of clarification and avoidance of doubt, in the event of termination, Event Organizer must remit all monies raised to the Company in accordance with Section 3 of this Agreement.

3. Payment of Fundraising Proceeds. Event Organizer shall pay, and cause third parties to pay, to the Company all monies raised through the Fundraising Event no later than thirty (30) days after the last day of the Fundraising Event, as listed on the registration form, or no later than thirty (30) days after the date of termination of this Agreement, whichever is earlier. All monies not received within thirty (30) days of the event shall incur an additional penalty fee of ten percent (10%). The event contribution may be submitted by mail to ACNP headquarters at 106 N Denton Tap Road, Suite 210-169, Coppel, Texas 75019.

4. Limited Use of Company Name. The Company hereby grants Event Organizer a limited, non-exclusive, non-sublicensable, and non-transferable right to use the name “American Cold Nose Patriots” (the “**ACNP Name**”) in promotional materials, collateral and social media related to the Fundraising Event. The ACNP Name shall only be used in conjunction with the phrases “to benefit” or

“to support” when referring to the Fundraising Event. The Company reserves the right to revoke this grant and refuse to allow the Event Organizer to use the ACNP Name at any time.

5. Limited Use of Company Intellectual Property.

(A) The Company hereby grants Event Organizer a limited, non-exclusive, non-sublicensable, and non-transferable right to display and distribute Company-supplied copyrighted materials, including but not limited to brochures, pictures, pamphlets, and other publications (collectively, the “**ACNP Provided Materials**”) in promotion of and during the Fundraising Event. Event Organizer may not use ACNP Provided Materials to create derivative works. **ALTHOUGH SOME ACNP PROVIDED MATERIALS MAY CONTAIN THE COMPANY’S INTELLECTUAL PROPERTY, NOTHING IN THIS SECTION 5 ALLOWS EVENT ORGANIZER TO USE ACNP INTELLECTUAL PROPERTY TO CREATE ITS OWN MATERIALS.** The Company reserves the right to revoke this grant and refuse to allow Event Organizer to use the ACNP Provided Materials at any time.

(B) Event Organizer agrees that it acquires no ownership rights in any ACNP intellectual property under the terms and conditions of this Agreement. Event Organizer agrees that ACNP is the sole owner of all right, title and interest in and to its intellectual property and that all rights that may be acquired by the use of the ACNP Name and the ACNP Provided Materials under the terms and conditions of this Agreement shall inure to the sole benefit of the Company. Event Organizer agrees to use the ACNP Name and the ACNP Provided Materials in accordance with the charitable nature of the Company.

(C) Event Organizer agrees that it will not challenge or otherwise interfere with Company’s exclusive ownership of the ACNP Name and the ACNP Provided Materials, nor seek to oppose, cancel or otherwise interfere with any copyright, trademark, service mark, trade name or domain name application or registration filed by Company with any governmental agency anywhere in the world, for publication, distribution, display, or use in connection with any events, goods or services whatsoever.

(D) Event Organizer agrees that it will not file any application to register any of the ACNP trademarks or the ACNP Provided Materials, or any derivations thereof, as a copyrighted work, trademark, service mark, trade name or domain name, with any governmental agency anywhere in the world, for publication, distribution, display, or use in connection with any events, goods or services whatsoever.

6. Use of Marketing Materials. All collateral, promotional and marketing materials including, but not limited to social media, flyers, postcards, banners, invitations, webpages (“**Marketing Materials**”), relating to the Fundraising Event must meet the following standards:

(A) this phrase shall appear conspicuously on entry forms or other material received by every participant, observer, or donor of the Fundraising Event: “This promotion is sponsored by the Event Organizer, which is solely responsible for its fulfillment. The “American Cold Nose Patriots” name is used with permission.”;

(B) state that the Company is the benefiting organization;

(C) state that more information about the Company may be found by visiting the website at <http://www.americancoldnosepatriots.org/> or by calling ACNP at (903) 200-1031; and

(D) provide any disclosure required by applicable federal, state and local laws or regulations or applicable Better Business Bureau standards.

7. Third Party Affiliation. Event Organizer agrees that the Fundraising Event may not involve any third-party trademarks, products, persons or endorsement that may damage the reputation of ACNP, conflict with the mission of the Company, damage the goodwill associated with ACNP trademarks, or otherwise negatively impact the image or perception of the Company.

8. Limited Relationship. Nothing in this Agreement creates a joint venture, partnership, principal-agent, employer-employee, or similar relationship between the Parties or any affiliates of the Event Organizer. This Agreement does not empower Event Organizer to speak on behalf of the Company. Event Organizer shall comply with all applicable federal, state and local laws and regulations, and all Better Business Bureau standards, including but not limited to those laws, regulations, and standards relating to games of chance, charitable solicitations and promotions, and tax obligations.

9. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to any provisions thereof relating to conflict of laws among different jurisdictions.

10. Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties; provided however, neither party may assign or transfer (including, without limitation, by operation of law) this Agreement, including the rights and obligation hereunder, without prior written consent of the other party, and any such attempted assignment or transfer shall be null and void.

11. Entire Agreement and Amendment. This Agreement and the Ancillary Documents constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof and supersede all prior agreements and understandings relating thereto. Neither this Agreement nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument signed by the Parties.

12. Severability and Enforcement. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any Party, and the severed provision shall be amended as best possible in order to effect the original intent of the Parties. The Parties agree that irreparable damage for which money damages would not be an adequate remedy would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that, in addition to any other remedies a Party may have at law or equity, the Parties shall be entitled to seek an injunction or injunctions to prevent such breach of this Agreement and to enforce specifically the terms hereof.

13. Indemnification. EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ACNP, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, DAMAGES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF EVENT ORGANIZER'S SUBSTANTIAL OR MINOR BREACH OF THIS AGREEMENT, MARKETING MATERIALS CREATED, USED, OR DISPLAYED BY EVENT ORGANIZER, INCLUDING CLAIMS THAT SUCH MARKETING MATERIALS INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY TRADEMARK, SERVICE MARK, TRADE NAME, TRADE DRESS, TRADE SECRET, COPYRIGHT, PATENT, RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR ANY OTHER INTELLECTUAL PROPERTY RIGHT, ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RELATED TO THE FUNDRAISING EVENT, EVENT ORGANIZER'S ACTS OR OMISSIONS, AND ANY UNAUTHORIZED USE OF ACNP'S INTELLECTUAL PROPERTY IN CONNECTION WITH THIS AGREEMENT.

EVENT ORGANIZER IS RESPONSIBLE FOR MAINTAINING INSURANCE FOR EVENT ORGANIZER AND FUNDRAISING EVENT. EVENT ORGANIZER UNDERSTANDS AND AGREES THE COMPANY'S INSURANCE WILL NOT COVER EVENT ORGANIZER AND ANY FUNDRAISING EVENT HELD BY THE SAME.

The Parties hereto have executed this Agreement on the day and year the Event Organizer clicks or checks "I agree" or other similar terms on the Company website indicating the Event Organizer's assent hereto.