



## DOWNTOWN **WOMEN'S** CENTER

### **AGREEMENT BETWEEN THIRD-PARTY FUNDRAISER AND DOWNTOWN WOMEN'S CENTER**

The purpose of this letter is to memorialize the understanding between \_\_\_\_\_ (hereinafter referred to as "Fundraiser") and the Downtown Women's Center (hereinafter referred to as "DWC"). The basic conditions of our agreement (the "Agreement") are as follows.

1. Intent: DWC is a California non-profit organization that works to end women's homelessness in greater Los Angeles through housing, wellness, and advocacy. Fundraiser desires to provide certain financial support for DWC's charitable endeavors based on the terms and conditions below.

2. Description: Fundraiser will host \_\_\_\_\_ on \_\_\_\_\_, during which \_\_\_\_\_.

3. Donation: Fundraiser shall issue payment to DWC representing the donation within 4 weeks of the fundraiser, or no later than \_\_\_\_\_, accompanied by a written accounting thereof. Donation will consist of \_\_\_\_\_.

4. Responsibilities: DWC will provide a high resolution logo and collateral, to be used by Fundraiser for this event alone.

5. Publicity and Copy Approval: Prior to undertaking any distribution of advertising or publicity using the logo, copyrights, trademarks or other intellectual property of DWC in connection with this Agreement, Fundraiser shall submit a copy and/or sample of such advertising or publicity to the DWC office for written approval, not to be unreasonably withheld. Subject to the terms and conditions hereof, DWC grants Fundraiser the non-exclusive rights to use the DWC name and logo (a) in the promotional and advertising materials and (b) to raise funds for DWC during the term of this Agreement. Fundraiser grants DWC the non-exclusive rights and royalty-free license to use the Fundraiser name and logo in promotional, advertising, and other communications materials during the term of this Agreement.

6. Accounting: Fundraiser shall be responsible for maintaining complete and adequate books and records relating to the fundraiser during the term of this Agreement and for a period of two years thereafter. DWC shall have the right to examine such books and records during usual business hours for the purpose of verifying and making an accounting of income and expenses for the fundraiser.

If paying by check, please mail to:

[You can pay by credit card here.](#)

Downtown Women's Center

Attn: Katrina Viola

442 S. San Pedro St.

Los Angeles, CA 90013

7. Term: Unless terminated by DWC pursuant to the terms and conditions hereof, the term of this Agreement shall be \_\_\_\_\_ through \_\_\_\_\_.

9. Indemnity: Fundraiser agrees at all times to defend, (with counsel reasonably approved by DWC in writing) indemnify and hold harmless DWC, its successors, licensees and assigns, as well as

its officers, directors, employees, agents and representatives thereof, from and against any liability, damage, cost, loss or expense (including reasonable attorney's fees) occasioned by or arising out of any claim, demand, action, suit or proceeding which is related to (a) a breach by Fundraiser of any representations, warranties, covenants or agreements contained herein and/or (b) Fundraiser advertising, promotion, production, manufacturing, distribution, execution, and any other activities related to the fundraiser referred to in this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

10. Ownership and Non-infringement: Fundraiser represents and warrants that it has obtained all rights, licenses and authorizations necessary to enter into this Agreement and grant the rights, licenses and authorizations granted herein. Fundraiser represents and warrants that the execution and performance of this Agreement does not and will not violate or interfere with any other agreement to which it is a party.

11. No Joint Venture: This Agreement does not create a partnership, joint venture, or agency relationship between the parties. The parties remain independent and have no liability for the independent acts of the other, and no liability shall be created for the independent acts of the other. The parties have no power to obligate or bind the other.

12. Waiver; Modification: No waiver or modification in whole or in part of this Agreement, or any term or condition hereof, shall be effective against any party unless in writing and duly signed by the party sought to be bound. Any waiver of any breach of any provision hereof, or of any right or power by any party on one or more occasions, shall not be construed as a waiver of, or a bar to, the exercise of such right or power on any other occasion or as a waiver of any subsequent breach.

13. Severability: Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all other agreements and understandings, written or oral, between the parties.

15. No Assignment: Fundraiser shall not have the right to assign this Agreement (or any part thereof) to any person or other entity and any such assignment shall be null and void from its inception.

16. Choice of Law: This Agreement shall be governed by the laws of the State of California excluding conflict of law provisions. The parties agree that any action relating to this Agreement or the enforcement thereof shall be resolved by binding arbitration before a single arbitrator mutually acceptable to both parties and in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall occur in Los Angeles, California. The decision of the arbitrator will be final and binding.

17. Attorney's Fees: In the event that either party should bring any action in connection with this Agreement for breach of any provision hereof or for any other relief, then all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party therein shall be paid by the other party.

18. Notices: All notices, requests, demands and other correspondence to be given hereunder shall be in writing and deemed given to the other party when delivered personally, by facsimile or sent by Registered or Certified Mail, postage paid to the address of the party above.

19. Termination: DWC shall have the right to terminate this Agreement upon ten (10) days written notice. Upon and after termination of this Agreement, all rights granted to Fundraiser hereunder shall automatically revert to DWC and DWC shall have no further obligations to Fundraiser.

APPROVED BY:  
Representative of  
Fundraiser

Representative of  
Downtown Women's Center

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_