THIRD PARTY FUNDRAISING AGREEMENT
FOR WISH UPON A WEDDING

Thank you for your interest and willingness to support the important work of Wish Upon a Wedding. Your efforts in hosting a fundraising activity will provide hope and encouragement to couples facing serious illness or a life-altering circumstance.

This signed letter ("Agreement") serves as an agreement between [NAME AND ADDRESS OF ORGANIZATION] ("you" or "your") and Wish Upon a Wedding, a California nonprofit public benefit corporation. We ask that you agree to the following terms and conditions.

1. Your fundraising program will be limited to the activities as identified in attached Exhibit A.

2. The term of this Agreement will be from the date it is signed by both parties for a period of three months. You and Wish Upon a Wedding may mutually agree to extend the term of agreement in writing.

3. You agree that Wish Upon a Wedding will be the sole beneficiary of your fundraising activities under this Agreement.

4. You agree to pay all costs associated with your fundraising activities, promotional and marketing materials ("Materials"), as well as collecting and transmitting to the Wish Upon a Wedding the proceeds and donations from your fundraising activity.

5. You agree to obtain written approval from Wish Upon a Wedding before you use, publish or display Materials.

6. For the purpose of furthering the Company's fundraising activities under this agreement, Wish Upon a Wedding will grant the Company a temporary, limited, non-transferrable, non-assignable, revocable, royalty-free license to use the name and registered service mark of Wish Upon a Wedding, subject to Wish Upon a Wedding's written approval of such use.

7. You will identify Wish Upon a Wedding as the beneficiary of this fundraising activity.

8. You agree to include the following disclaimer on all Materials:

   "Wish Upon a Wedding name and registered trademark are used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, individual or political position." You also agree to include the following contact information on all Materials: "For more

information about Wish Upon a Wedding, please visit wishuponawedding.org."

9. All fundraising materials will specify the full name of Wish Upon a Wedding and must accurate state the amount per sale/transaction that is to benefit Wish Upon a Wedding. If your fundraising activity includes a donation collection drive, whereby you provide Donors the opportunity to donate money to Wish Upon a Wedding ("Donations"), you agree to collect Donations from Donors and transfer one hundred percent (100%) of the Donations to Wish Upon a Wedding. You agree to combine all Donations collected during the Term and, within fourteen days (14) days after the Term, transmit the Donations in one lump sum to the following address:

   Wish Upon a Wedding
   c/o Isis Williams, Treasurer
   385 North Kings Highway
   Cherry Hill, NJ 08034

   Checks should be payable to Wish Upon a Wedding_

10. You will provide individual donor and donation information (including donor name, address, date, and amount of the donation) to Wish Upon a Wedding so Wish Upon a Wedding may provide a donor acknowledgement, as necessary.

11. You may not establish a bank or other deposit or transaction account in the name of the Wish Upon a Wedding.

12. You agree that you will forward to Wish Upon a Wedding one hundred percent (100%) of the donations you collect.

13. You agree that any tax benefit resulting from a donation accrues, not to you, but the original donor.

14. You shall indemnify, defend and hold Wish Upon a Wedding and its directors, officers, employees, agents and volunteers harmless from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to your business and your fundraising activities authorized under this Agreement.

15. Fourteen (14) days after the close of your Fundraising activity, or fourteen (14) days following the ending date of the Agreement, whichever comes first, you will provide Wish Upon a Wedding with a full and final accounting of all funds collected and expended.

16. For a period of one year after the end of this agreement, Wish Upon a Wedding may inspect and audit your financial records and bookkeeping with respect to all funds collected under this Agreement.

17. You agree that you will comply with all federal, state and/or municipal charitable solicitation statutes and/or ordinances applicable to the Fundraiser activity.

18. You agree that you shall not assign, subcontract or in any way transfer any of the obligations, duties or responsibilities under this Letter Agreement without the prior written permission of Wish Upon a Wedding.

19. Either party to this Letter Agreement may terminate this Letter Agreement at its convenience. In the event of termination, all funds collected subject to this Letter Agreement must be remitted as specified above.

20. This Letter Agreement constitutes the entire agreement and understanding between you and Wish Upon a Wedding with regard to the subject matter hereof.

21. Any amendment or other modification of this Agreement must be in writing and signed by both you and an authorized representative of Wish Upon a Wedding.

For Wish Upon a Wedding

By _____
Printed Name, Title

For [Organization]

By _____
Printed Name, Title

EXHIBIT A
FUNDRAISING ACTIVITY DESCRIPTION

Fundraising Organization/Individual Name:_____

Representative First name_____ Last Name_____

Title:_____

Address _____

City _____

State ____ Zip _____

Phone _____ Email _____

Name of Fundraising Activity_____

Start Date of Activity _____ Start Time_____

End Date of Activity_____ End Time _____

Location of Activity_____

Description of Activity:

Are you requesting support from Wish Upon a Wedding? _____

If yes, what are your requests?

_____

_____