



Corporate HERO – Participation and License Agreement

Last Modified September 16, 2020

Level One Membership (\$2,500k-\$9,999.99)

- Receive organizational update emails
- Corporate Hero wordmark logo
- Text to display your company's support of HFW
- Official Corporate Hero marketing assets for your website and social media platforms

Level Two Membership (\$10k-\$19,999.99k)

- All previous assets, plus
- Personalized recognition certificate
- Customizable press release
- Corporate Hero stickers

Level Three Membership (\$20k-\$34,999.99k)

- All previous assets, plus
- Corporate Hero logo (The logo cannot be used in conjunction with product or packaging)
- Highlight your company name in the HFW Annual Report
- Registrations for you + guest to participate in local Annual Group Therapy Shooting Fundraiser
- Your company's name listed on the HFW website

Level Four Membership (\$35k-\$49,999.99k)

- All previous assets, plus
- Invitation to attend HFW Corporate Partner Summit
- Wounded Warrior to speak at one company event. (Upon availability)
- HFW video to display on your company's website, social media platforms, blog, etc.

Level Five Membership (\$50k+)

- All previous assets, plus
- Your company's logo displayed on the HFW website
- HFW to send press release
- One geo-targeted Facebook post
- Personalized recognition plaque

Houses For Warriors, Inc. ("HFW") is a Colorado nonprofit corporation recognized as tax-exempt under IRC § 501(c)(3) whose mission is improve the quality of life for our homeless and injured warriors. HFW's charitable purpose is to raise awareness and enlist the public's aid for the needs of post-9/11 injured service members, to help severely injured servicemen and



women aid and assist each other, and to provide unique, direct programs and services to meet their needs.

When you check the box "I agree to the terms and conditions listed above," you are agreeing to be bound by the terms of this agreement.

1. **Registration.** By submitting the Registration Form, you are requesting to participate in HFW's Corporate Hero awareness and fundraising platform ("Platform") and certifying that all information contained in the Registration Form is true and correct to the best of your knowledge. Submission of the Registration Form is an application to participate in the Platform and does not guarantee acceptance of your application by HFW. HFW is not responsible for any incorrect or incomplete information, for server or other connection errors, miscommunications, or technical errors of any kind, or for any delay such incorrect information or technical error may cause in the application process. All of your information will be held in accordance with HFW [privacy policy](#).

2. **Hero Levels.** HFW offers five unique levels of participation, with each "Hero Level" offering different access to HFW assets. Each Hero Level requires a minimum donation amount, as follows:

Level 1: \$2,500 - \$9,999.99

Level 2: \$10,000 - \$19,999.99

Level 3: \$20,000 - \$34,999.99

Level 4: \$35,000 - \$49,999.99

Level 5: \$50,000 or more

You can increase your Hero Level and access additional assets as your donations increase throughout the Participation Period (defined below). However, when you submit your application, you are committing to donate the Donation Amount indicated on the Registration Form and, when paying by credit card, authorizing HFW to initiate payment for the Donation Amount upon acceptance by HFW of your application.

HFW reserves the right to authorize your credit card in the amount of \$.01 prior to acceptance of your application but will release the hold when either (i) the application is accepted, and the Donation Amount is charged; or (ii) the application is not accepted, and no amount will be charged. Payments by check should be made out to "Houses For Warriors" and mailed to Houses For Warriors, Inc., c/o Corporate Heros, P.O. Box 334 EVERGREEN, CO 80439.

3. **Participation Period.** Participation in the Platform is for one (1) year ("Participation Period"). Upon approval of your Registration Form, you will receive the start and end date for your Participation Period. At the end of the Participation Period, you and HFW may agree to renew your participation in the Platform under the same or new terms.

4. HFW **License Grants.** Upon acceptance of your application, HFW grants you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right to use HFW's trade name, and certain trademarks and service marks ("HFW Marks") in promotional materials and social media solely to promote your participation in the Platform. Additionally, based on your Hero Level, you will have access to HFW -created brochures, press releases, website banners, videos, graphic links, pictures, pamphlets, and other promotional materials ("HFW Materials") during the Participation Period. Your Hero Level grants a limited, revocable, non-exclusive, non-



sublicensable, and non-transferable right to display, copy, and otherwise use the HFW Materials solely to promote your participation in the Platform. HFW may alter, remove, replace, or terminate access to the HFW Materials at any time with or without notice to you. You may not alter, edit, modify, create derivative works, or otherwise use the HFW Marks or HFW Materials except as allowed under this agreement. HFW reserves the right to revoke the rights granted under this agreement at any time at its sole discretion.

Nothing in this agreement gives you any ownership or other rights to the HFW Marks and HFW Materials except as specifically provided in this agreement, and your use of the same inures to the sole benefit of HFW. Additionally, you agree not to use the HFW Marks or HFW Materials with any third-party trademarks, products, person, or endorsements that may damage the reputation, conflict with the charitable mission, or may damage the goodwill associated of HFW or the HFW Marks, unless specifically approved by HFW.

5. **Recognition.** By participating in the Platform, you grant HFW a limited, non-exclusive, non-revocable, non-transferable license to use your name, trade name, and trademark(s) on HFW's website(s), social media account(s), and as otherwise appropriate for the purpose of acknowledging you as a participant in the Platform. Additionally, by participating in the Platform, you agree to allow HFW to link to your company website on HFW's website(s) and/or social media account(s). Nothing in this paragraph creates an obligation for HFW to use your name, trade name, trademarks, or link to your website.

6. **Customization.** Certain HFW Materials may allow customization, such as adding your name, description, and/or logo in designated spaces. Other than as allowed in the HFW Materials, you may not alter, modify, edit, or create derivative works of any HFW Materials. Additionally, you are not permitted to use the HFW Marks for the creation of any customized marketing or promotional materials except as specifically allowed to promote your participation in the Platform.

7. **Limitations on Participation.** Your participation in the Platform cannot be based on cause-marketing promotions, co-branded materials, the sale of a specific product, portion of proceeds sales, or as otherwise limited by HFW in its sole discretion. HFW will not reach out to celebrity supports or other corporate sponsors on your behalf. Additionally, HFW will not accept applications from the following industries:

- Adult Content or Entertainment
- Alcoholic Beverages
- Gambling or Casinos
- Tobacco or e-Cigarette/Vapor

8. **No Exclusivity.** HFW will not grant you exclusivity for any industry. For example, there may be multiple restaurants using the Platform.

9. **Indemnification.** You agree to indemnify, defend, and hold HFW, its affiliates and their respective officers, directors, employees, and agents ("HFW Releasees") harmless from and against any claims, damages, and liabilities (including reasonable attorneys' fees) arising out of or related to (i) your participation in the Platform; (ii) your use and/or misuse of the HFW Marks and HFW Materials; (iii) your breach of the agreement; (iv) your negligence or willful misconduct; (v) any unauthorized use or misuse of third-party intellectual property; (vi) the products or services that you offer.

10. **Limitation of Liability.** IN NO EVENT WILL HFW RELEASEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AND/OR



CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH SUCH DAMAGES ARE INCURRED OR DESIGNATED, OR FOR ANY LOSS OF PROFITS, EVEN IF HFW RELEASEES WERE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL HFW RELEASEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY AMOUNT IN EXCESS OF THE DONATIONS RECEIVED BY HFW FROM YOU UNDER THIS AGREEMENT.

11. **Term and Termination.** The term of this agreement shall commence on the date you submit the Registration Form and shall terminate immediately upon the expiration of the Participation Period. HFW may terminate this agreement and/or your participation in the Platform at any time, for any reason in HFW's sole discretion, by providing notice to you. You must stop using and dispose of or return to HFW all HFW Materials and other items containing the HFW Marks within five (5) calendar days after expiration or termination of this agreement.

12. **Cancellation by You.** You may cancel your application at any time prior to the Participation Period start date by submitting a request to contact@housesforwarriors.org. Within fifteen (15) days of receiving your cancellation request, HFW will refund any donations received under the Platform through the date of cancellation. You may also terminate this agreement at any time after the Participation Period start date by providing HFW written notice. HFW will not refund any donations received under the Platform if the agreement is cancelled or terminated after the Participation Period start date, and you must stop using and dispose of or return to HFW all HFW Materials and other items containing the HFW Marks within five (5) calendar days your cancellation of the agreement.

13. **Platform Account.** Prior to your Participation Period start date, HFW will provide you with log-in credentials to the Platform's online portal ("Platform Account") where you will be able to access HFW Marks and HFW Materials specific to your Hero Level. Your access to the Platform Account will be disabled upon expiration or termination of this agreement. By accessing your Platform Account, you agree (i) to use the Platform Account as permitted by this agreement; (ii) not to access, interface, or attempt to access or interface with any HFW email accounts, software, services, websites, or other user accounts; (iii) not to engage in any activity that violates laws, or would in any way interfere with or disrupt HFW business, networks, or servers; and (iv) keep your Platform Account credentials confidential.

14. **No Warranties.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE PLATFORM, HFW MARKS, HFW MATERIALS, PLATFORM ACCOUNT, AND ANY SERVICES PROVIDED VIA THE PLATFORM ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT HFW DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR ANYTHING PROVIDED AS PART OF THE PLATFORM WILL (i) MEET YOUR REQUIREMENTS, OR (ii) BE UNINTERRUPTED OR ERROR-FREE. HFW HEREBY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

15. **Miscellaneous.** Nothing in this Agreement authorizes you to (i) produce, market, distribute, or sell products featuring the HFW Marks or HFW Materials; (ii) develop, market, or conduct a commercial co-venture in association with HFW; or (iii) advertise that purchase or use of a product or service directly or indirectly benefits HFW. This agreement is binding upon both



parties and neither party may assign or transfer the rights or obligations without the prior consent of the other party. All provisions that by their nature give rise to continuing obligations of the parties shall survive the expiration or termination of this agreement. Nothing in this agreement creates a joint venture, partnership, principal-agent, employer- employee, or similar relationship between you and HFW . This Agreement does not empower you to speak on behalf of HFW . Both parties 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. This agreement represents the entire understanding of the parties and cannot be amended or modified, except in writing and signed by both parties hereto. The laws of the state of Florida shall govern this agreement, without regard to conflicts of law principles, and you agree that any disputes will be brought exclusively in the state or federal courts located in Jacksonville, Florida. You represent that you have authority to enter into this agreement and agree to be bound by the terms and conditions set forth.

_____ (Initials) -I agree to the terms and conditions listed above.

_____ (Initials) -I acknowledge that the above mentioned business is not political or sexual in nature, and it does not involve the co-branding of alcohol.

Company Name

Company Representative Name

Signature

Date