

## **TLC CAMP GOES TO SIX FLAGS GREAT AMERICA**

This Fundraising Agreement (“Agreement”) is made the twelfth day of February 2018 (“Start Date”) by and between Synergy Marketing Partners LLC, (“Company”), an Illinois limited liability company with primary place of business at 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, IL 60148 and the TLC Camp a Lombard, Illinois not-for-profit corporation with its primary place of business located at 837 S. Westmore Ave, 2G Lombard, Illinois 60148.

**WHEREAS:** Company and TLC Camp wish to enter into this Agreement to promote support for the TLC Camp through promotional awareness through Company’s social media Facebook page.

**ELIGIBILITY:** Legal residents of the 50 United States and District of Columbia, who are at least 18 years of age or older.

**THEREFORE,** in consideration of the mutual covenants contained in this Agreement, the parties hereto agree to the following:

1. **Fundraising Activity.** Company will conduct a fundraising activity to benefit the TLC Camp whereby it will conduct a Facebook fundraiser on the Company’s social media Facebook page as follows:
  - a. Company will donate \$5 (five-dollars) to the TLC Camp for every selfie taken with the SYNMP Lava Lamp on the designated Facebook (/SynergyMarketingPartners) with the hashtag #SYNMPTLCCAMP between the dates specified in this Agreement, up to the maximum amounts associated with each market/ LMA as listed below.
2. The Company will conduct the fundraiser between February 12, 2018 and June 18, 2018 (“Fundraising Period”) on the Company’s Facebook posts.
3. **Collection/Disbursement of Donations:** All donations raised shall be aggregated and sent to TLC Camp by June 20, 2018. The donations shall be sent via check to TLC Camp, Attn: Sue Bielenda, TLC Camp, 837 S. Westmore Ave, 2G Lombard, Illinois 60148.
4. **Fees:** Company is conducting the Fundraiser without charge to TLC Camp. Company shall be responsible for any out-of-pocket expenses it incurs in connection with the Fundraiser. TLC Camp shall not be obligated to advance funds to or reimburse Company for any expenses incurred by Company or its

employees in connection with the Fundraiser. TLC Camp shall use the donations received through the Fundraiser to send the TLC Camp to Six Flags Great America on Friday, June 22<sup>nd</sup>, 2018.

5. **Compliance:** Company shall comply with all local, state, and federal laws applicable to the Fundraiser. Company represents that it will not sell any item for which a portion of the proceeds would be donated to TLC Camp. Additionally, TLC Camp and Company acknowledge that TLC Camp is not paying any fees to Company for its fundraiser efforts, and the Company's purpose of Fundraiser is to raise money for TLC Camp.
6. **Insurance:** During the term of the Agreement, Company will maintain policies of insurance adequate to cover and customarily insurable liabilities that may arise in connection with its activities.
7. **Term:** The term of this Agreement shall be from the Start Date to June 18, 2018 (the "Term"). Any extensions of the Fundraiser period or the Term of this Agreement shall be by written amendment.
8. **Fundraiser Materials:** Company agrees that all materials related to the Fundraiser, including any web page, script, print, social media posts, print advertising, promotional materials, press releases, and other related materials (the "Promotional Materials") shall be at the expense of Company and shall be professional, of high quality, and shall reflect the mission of the TLC Camp. Both parties agree that all materials produced for public distribution related to the Fundraiser shall include any legally required terminology. TLC Camp shall have the right to review and approve or reject all Promotional Materials used in connection with the Fundraiser, prior to its use, according to the provisions of Section 11 of this Agreement. Company shall bear the costs of its fundraising efforts. Company represents and warrants that it has all necessary rights to execute the Fundraiser on the Company's Facebook page set forth in Section 2 and Company shall ensure that all Promotional Materials associated with the Company's Facebook pages comply with the review process set forth in this Section 9.
9. **Proprietary Rights, Ownership, and Use of TLC Camp Design:**
  - a. Company acknowledges TLC Camp's exclusive right, title and interest in its trade names, trademarks, and other indicia of origin owned by TLC Camp. Subject to the terms and conditions of this Agreement, TLC Camp hereby grants to the Company the limited non-exclusive, nontransferable, non-assignable, royalty-free, revocable right and

license to use the TLC Camp name and logo and the registered trademark solely in connection with the terms of this Agreement. All rights and licenses of any kind not expressly granted in this Agreement are exclusively reserved to the TLC Camp. Company agrees to use the TLC Camp marks and logos only in accordance with TLC Camp's logo policy and such other reasonable instructions as may be given by TLC Camp. The TLC Camp marks and logos shall not be altered or modified in any way whatsoever when used by Company other than as may be mutually agreed upon in writing by the parties hereto. Company shall include the registration notice "®" where appropriate on all marks and other materials related to TLC Camp.

- b. In order to protect the TLC Camp marks and logos, reputation, and established goodwill of the TLC Camp, Company must obtain prior written approval for each and every use of the TLC Camp marks and logos in connection with this Agreement including in a Promotional Materials, regardless of the medium. Such approvals will be provided in accordance with Section 11 of this Agreement. Company represents and warrants that it will not use or authorize others to use TLC Camp's intellectual property without prior written approval of the TLC Camp.
- c. TLC Camp warrants that it has exclusive ownership of the TLC Camp marks and logos and that it has the legal right to enter into agreements relating thereto. In the event of any infringement or improper use of such TLC Camp marks and logos, TLC Camp represents that it will vigorously protect its interests. Company and TLC Camp mutually agree to cooperate with each other in the protection of each party's intellectual property rights as they relate to the Fundraiser and this Agreement.

10. **No Endorsement:** TLC Camp does not endorse or promote any of Company's products or services. Further, Company agrees that it will not use the TLC Camp marks and logos in any way that would imply endorsement of any product or service or demean, defame, embarrass, diminish or cause any harm to the TLC Camp. This paragraph shall survive the termination of this Agreement.

11. **Approvals:** Unless otherwise agreed in writing, TLC Camp shall have at least three (3) business days from the date of receipt to review and approve all use of the TLC Camp marks and logos and all Promotional Materials. A fax or e-mail shall be deemed "writing" for the purposes of such approval. All such materials should be directed to TLC Camp, Attn: Sue Bielenda, TLC Camp, 837 S. Westmore Ave, 2G Lombard, Illinois 60148 for approval. As of the date of TLC Camp's execution of this Agreement, or the later date in the case two

signatures are required, all approvals contemplated under Section 8 and this Section 11 have been granted for the Promotional Materials previously submitted to TLC Camp.

12. **Termination:** Either party may terminate this agreement upon 30 days written notice to the other party. In the event of termination, Company shall immediately cease to use TLC Camp marks and logos in its Promotional Materials and shall immediately discontinue references in and manner to its relationship with TLC Camp. TLC Camp may only terminate this agreement during the Fundraising Period, however, if Company is in material breach of any term under this Agreement. Upon termination of the Agreement or expiration of the term, Company shall provide TLC Camp with an aggregate report for the term of the information required under Section 3.
13. **Governing Law:** This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Illinois and shall be deemed executed in Lombard, Illinois.
14. **Amendments:** Amendments to this Agreement shall be in writing and signed by duly authorized officers of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. Any amendments to this Agreement shall specifically refer to this Agreement.
15. **Confidentiality and Nondisclosure:** By virtue of this Agreement, Company may have access to information that is confidential to the TLC Camp ("Confidential Information"). Confidential Information shall not include information that: (a) is or becomes part of the public domain through no act or omission of Company; (b) was in Company's lawful possession prior to the disclosure and had not been obtained by Company either directly or indirectly from the disclosure party; (c) is lawfully disclosed to Company by a third party without restriction on disclosure; or (d) is independently developed by Company. Company agrees to hold Confidential Information in confidence during the term of this Agreement and after termination. Company agrees that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Agreement. Company agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Agreement.
16. **Notices:** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when

sent by certified, registered, or first-class U.S. mail, or by Fed Ex or UPS, or by fax with evidence of delivery to the addresses listed below unless otherwise noted in this Agreement.

**a. If to Company;** Synergy Marketing Partners, Attn: Lisa Brandt, at 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, IL 60148.

**b. If to TLC Camp:** TLC Camp. Attn: Sue Bielenda, TLC Camp, 837 S. Westmore Ave, 2G Lombard, Illinois 60148.

17. **Waiver and Breach:** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

18. **Independent Contractor:** Company and the TLC Camp are independent contractors; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

19. **Entire Agreement:** This Agreement constitutes the complete agreement between the parties with respect to its subject and matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, and the like, written or oral.

20. **Attorney's Fees:** In any proceedings brought to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

21. **Force Majeure:** Neither Company nor TLC Camp shall be deemed to be in default of any provisions of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, terrorism, civil or military authority, civil disturbance, war strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Company's or TLC Camp's reasonable control.

22. **Non-Assignment:** This Agreement is not assignable, directly or indirectly, by either party without the prior written consent of the other party.

23. **Counterparts and Signatures:** This Agreement may be executed in counterparts and by fax; provided however, that each party shall keep duplicate original signature copies of this Agreement on file for the period of three years. Each of the representatives signing this Agreement on behalf of

the respective parties hereto represents and warrants that he or she has been duly authorized to execute and deliver this Agreement and that upon execution and delivery hereto, this Agreement shall be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

24. **Conflicts of Interest:** Company warrants to TLC Camp that none of Company's officers or owners is employed by the TLC Camp entity, program or event other than the Fundraising described in this Agreement during the term of this Agreement.
25. **Survival:** The representations and warranties contained in this Agreement shall survive the termination of this Agreement.
26. **Indemnifications:** Company agrees to indemnify, defend, and hold TLC Camp, its employees, officers, directors, agents, separately incorporated divisions, affiliates, volunteers, successors (collectively, "TLC Camp Representatives") harmless from any and all claims, actions, suits, proceedings, investigations, arbitrations, assessments, losses, damages, liabilities, settlements, penalties, costs and expenses ("Claims"), including reasonable attorneys' fees and other expenses of litigation, arising out of or resulting in any manner in whole or in part from the Fundraiser, including but not limited to, claims relating to trademark, copy write, or other proprietary rights infringement, but expressly excluding Claims in any way related to property belonging to TLC Camp, such as the TLC Camp marks and logos.