

**MAKE-A-WISH FOUNDATION® OF WISCONSIN**

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

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Re: **Fundraising Licensing Agreement**

Dear Friend of Make-A-Wish:

Thank you for your interest in the Make-A-Wish Foundation® of Wisconsin. We are delighted you have chosen us to be the beneficiary of your fundraising efforts. Without the generous support of organizations like yours, we would not be able to carry out our charitable mission: To grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength and joy.

In order to avoid any misunderstandings and to ensure that your fundraiser is a positive experience for all concerned, we have set forth below the terms and conditions under which you may use the Make-A-Wish name, logo and other "Marks" in the geographic territory we serve, i.e., [describe territory]. (For the sake of convenience, your organization and our chapter are referred to as "Sponsor" and "Make-A-Wish," respectively.)

1. **The Event:** In order to raise money to contribute to Make-A-Wish, Sponsor will conduct the following fundraising promotion/event (hereinafter the "Event"):

Brief Event Description: \_\_\_\_\_

2. **Proceeds of Event:** Sponsor will contribute [e.g., "100% of the net proceeds of the Event (i.e., total revenues less actual out-of-pocket costs incurred)" or "a guaranteed minimum amount of \$\_\_\_\_," etc.] to Make-A-Wish within thirty (30) days following completion of the Event.

3. **Accounting:** Sponsor will provide to Make-A-Wish, along with its contribution, an accounting of the Event, acceptable to Make-A-Wish, setting forth the total amount raised by the Event and the total expenses incurred (including an itemization and supporting documentation for any



Official airline of Make-A-Wish Foundation of Wisconsin

4. expenses in excess of \$500). Make-A-Wish reserves the right to conduct an audit of the Event revenues and expenses, if necessary.
5. Use of the Marks: Sponsor acknowledges: (a) that Make-A-Wish is a licensed chapter of the Make-A-Wish Foundation of America, the owner of certain federally registered and common law trademarks, service marks and trade names including Make-A-Wish, Make-A-Wish Foundation and the swirl-and-star logo (collectively, the “Marks”); and (b) that Sponsor’s use of the Marks is for the benefit of Make-A-Wish. Sponsor recognizes the need and agrees to maintain high standards in promoting, producing and conducting the Event, for the protection and enhancement of the Marks and the goodwill associated therewith.
5. Prior Approval Required: Sponsor understands and agrees that any use of the Marks is subject to the prior written approval of Make-A-Wish, such approval not to be unreasonably withheld. Accordingly, Sponsor agrees to submit to Make-A-Wish for approval all printed materials (e.g., flyers, invitations, t-shirts, etc.) that contain the Marks, as well as all publicity releases and advertising relating to the Event (whether television, radio, newspaper, or any other form), prior to the production, distribution, broadcast, or publication thereof.
6. Specific Prohibitions/Restrictions: Sponsor understands and agrees that the Marks: (a) may not be altered in any way, nor may they be sublicensed to any other person; (b) may not be used in connection with any telemarketing or door-to-door solicitations; and/or (c) may not be used in conjunction with terminology that is contrary to Make-A-Wish’s mission (including phrases like “terminal illness,” “dying children,” “last wish,” etc.). Sponsor further acknowledges that, because its license to use the Marks is limited to the geographic territory served by our chapter, it may not solicit cash or in-kind donations outside such territory-, nor may it use the Marks on the Internet and/or in conjunction with any news wire services without Make-A-Wish’s prior written approval.
7. Specific Disclosure Requirements: In accordance with standards adopted by the BBB Wise Giving Alliance, Sponsor agrees that any solicitations made in conjunction with the sale of products or services that state or imply that Make-A-Wish will benefit from a consumer sale or transaction will disclose at the point of solicitation, and in a manner acceptable to Make-A-Wish: (a) the actual or anticipated portion of the purchase price that will benefit Make-A-Wish; (b) the duration of the campaign; and (c) any maximum or guaranteed minimum contribution amount. In addition, all such solicitations shall specify that written information about Make-A-Wish is available by calling [chapter phone number] or by visiting its Web site at [chapter Web site].
8. Responsibility for Event: Sponsor understands and agrees: (a) that it is the sponsor of the Event; (b) that Make-A-Wish is in no way responsible for the Event; and (c) that the Event will result in no cost or expense to Make-A-Wish whatsoever, unless Make-A-Wish has expressly agreed in writing to the contrary.
9. No Agency Relationship: Sponsor understands and agrees: (a) that neither it, nor any of its employees or representatives, is authorized to act as an agent of Make-A-Wish; (b) that it may not open a bank account in Make-A-Wish’s name; and (c) that it may not

endorse, or attempt to negotiate, any checks made payable to Make-A-Wish, all of which shall be promptly forwarded to Make-A-Wish for processing.

10. *Solicitation of Donors:* In order to avoid inadvertently jeopardizing existing relationships between Make-A-Wish and its donors, Sponsor agrees to receive approval from Make-A-Wish before soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the Event.
11. *Representations:* Sponsor represents to Make-A-Wish: (a) that it will comply with all applicable federal, state and local laws during the planning, promotion and conduct of the Event; and (b) that all necessary insurance and requisite licenses and permits will be obtained and will be in full force during the Event.
12. *Indemnification:* Sponsor agrees to defend, indemnify, and hold harmless Make-A-Wish, any affiliated and related organizations, and the officers, directors, employees, agents, and legal representatives of each, from and against any and all claims, losses, damages, costs and expenses, and liabilities of whatever kind or nature caused by, arising out of, or occurring in connection with, or claimed to have been caused by, arisen out of, or occurred in connection with, any act or omission of Sponsor relating to the Event.
13. *Right to Withdraw:* Sponsor agrees that Make-A-Wish has the right to withdraw its name from affiliation with Sponsor or the Event if the Board of Directors of Make-A-Wish determines, in its reasonable discretion, that the Event is or will likely be injurious to Make-A-Wish or the Marks.
14. *Conclusion of Event:* Sponsor's license to use the Marks shall terminate at the conclusion of the Event. Thereafter, Sponsor may continue to receive funds for Make-A-Wish, provided such funds are paid promptly to Make-A-Wish. However, Sponsor shall discontinue use of the Marks following the termination date unless expressly authorized to the contrary in writing by Make-A-Wish.
15. *Entire Agreement:* This Fundraising License Agreement reflects the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral. It may be amended or modified only by a subsequent writing signed by both parties.

Please let us know if you have any questions or if we can provide you with any further information about Make-A-Wish. Otherwise, if the terms and conditions set forth herein meet with your approval, please indicate your acceptance by signing in the space provided below and returning a fully-executed copy to us. *[Note: Your license to use the Make-A-Wish name and Marks will not become effective unless or until we receive a signed copy of this letter agreement from you.]*

Once again, on behalf of the Make-A-Wish Foundation of [Chapter Name] and all of the special and courageous children we are privileged to serve, thank you for helping us make wishes come true.

Sincerely,

Andrea Koebernik  
Special Events Coordinator

**ACCEPTED** and **AGREED** this  
\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
*[Signature of authorized representative  
of Sponsor]*

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title