

OPERATION
FREEFALL®

The Two-Mile-High Stand Against Sexual Assault®



What to do with this Agreement:

- Sign two (2) copies of this form
- Mail both copies to SOAR by 2/01/2014

Local Host Organization Agreement

Whereas, _____ (the “Local Host”) desires to participate in Operation Freefall: The Two Mile-High Stand Against Sexual Assault® 2014, to raise funds for and awareness of the fight against sexual violence, as a local host organization, and Speaking Out About Rape, Inc. (“SOAR®”), as the owner and organizer of Operation Freefall, wishes to grant the Local Host the right to act as a local host organization, subject to the following terms and conditions.

Therefore, the parties agree as follows:

1. The Local Host agrees to use its best efforts to recruit participants who will participate in the Operation Freefall® 2014 skydive to raise funds and awareness of the fight against sexual violence (such participants are referred to hereinafter as “Tandem Skydivers”). It is the responsibility of the Local Host to ensure that all Tandem Skydivers recruited by the Local Host place the appropriate Local Host name on all registration forms. If no Local Host name is on registration form, funds raised by the Tandem Skydiver will not be credited to the Local Host.
2. It is the responsibility of the Local Host to ensure that all Tandem Skydivers recruited by the Local Host place the Local Host name on all pledge payment forms. If a pledge or contribution is received without a Local Host and/or Tandem Skydiver name, that pledge will not be credited to the Local Host and/or Tandem Skydiver.
3. Each Tandem Skydiver is required to raise a minimum of \$950. Subject to the terms and conditions hereof, the Local Host will be entitled to receive a minimum of \$325 for each such qualified Tandem Skydiver recruited by Local Host who timely registers, collects and submits the required minimum participation pledges and documentation to SOAR in accordance with the Operation Freefall terms and conditions as set forth on the applicable forms and agreements, and is otherwise in compliance with such terms and conditions.
4. In addition to the foregoing, the Local Host will be entitled to receive fifty percent (50%) of the total amount of pledges and other cash donations collected by each Tandem Skydiver in excess of the

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initial \$950 raised. All of the following conditions must be met for a pledge or contribution to be eligible to be shared with the Local Host.

1. Tandem Skydiver was recruited by the Local Host or on the Local Host's behalf.
2. Tandem Skydiver's registration form includes the Local Host name.
3. Pledge/contribution payment forms include the Local Host's name.
4. All pledged funds are collected and received by SOAR no later than May 31, 2014.
5. Pledges and other donations should be made payable to SOAR. SOAR will remit the Local Host's share of qualified collected pledges to the Local Host on or before June 30, 2014.
6. SOAR is not responsible for lost, late, miss-delivered or non-delivered pledges and/or Tandem Skydiver registration forms. It is strongly recommended that the Local Host use a mail delivery service that provides tracking information and/or guarantees delivery.
7. The Local Host agrees to abide by all deadlines prescribed by SOAR and understands that by not meeting such deadlines, the Tandem Skydivers may not be permitted to participate in the skydive.
8. Subject to the terms and conditions hereof, SOAR hereby grants the Local Host the limited license to use the trademarks "Operation Freefall" and "Operation Freefall: The Two-Mile High Stand Against Sexual Assault," and the Operation Freefall parachutist logo that appears on the top of each page of this agreement (collectively, the "Marks") solely in connection with the fundraising and awareness raising events contemplated by this agreement, and for no other purpose. The Marks shall be used exactly as aforesaid and not modified in any way. The Local Host agrees to provide samples of its uses of the Marks to SOAR upon request and to immediately comply with any changes to the manner in which the Marks are being used as may be requested by SOAR in its sole discretion. This limited license shall expire on May 31, 2014. Any use of the Marks other than in accordance with the express terms of this agreement shall be deemed a material breach hereof and SOAR shall have the right, upon notice to the Local Host, to terminate this agreement and any license granted hereunder and SOAR shall thereby be released from any of its obligations to the Local Host hereunder.
9. For a period of three (3) years following the completion of the Local Host's participation in Operation Freefall 2014, the Local Host covenants and agrees that it shall not in any way organize, host, sponsor, promote or participate in a fundraising or awareness raising program which involves skydiving or any other extreme sport, it being understood that this covenant forms a material part of the consideration to SOAR for consenting to the Local Host's participation in Operation Freefall. In the event of any breach of this covenant, SOAR shall be entitled to obtain injunctive relief from a court of competent jurisdiction without the requirement of posting a bond, and lieu thereof, at its election, shall be entitled to receive fifty percent (50%) of the gross proceeds of such event as liquidated damages.
10. In the event of any dispute arising hereunder, the parties agree to work together in good faith to reach an amicable resolution. Notwithstanding the foregoing, SOAR reserves the right to remove the Local Host and/or terminate this agreement upon written notice in the event the Local Host is in breach or default of this agreement.
11. *RELEASE. The Local Host, for itself and its past, present and future parents, subsidiaries, predecessors, successors, affiliates, trustees and assigns, and their past, present and future officers, directors and stockholders, members, partners, agents, attorneys, representatives and employees (or any of them) and their heirs, executors, personal representative, administrators, successors and assigns (separately and collectively, "Local Host Affiliates"), does hereby irrevocably and unconditionally release, acquit, remise, exonerate and forever discharge SOAR, their past, present and future parents, subsidiaries, divisions, affiliates, predecessors, successors, affiliates, trustees and assigns, and the past, present and future officers, directors, stockholders, members, partners, agents, attorneys, representatives and employees of SOAR and the other foregoing entities (or any of them), and their heirs, executors, personal representatives, administrators, successors and assigns, and any and all Sponsors (separately and collectively, the "Releasees"), of and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, claims, demands, grievances, allegations, covenants, contracts, controversies, promises, agreements, damages, costs and expenses, attorney's fee, obligations, liabilities and judgments, of*

whatever kind or nature, known or unknown, disclosed or undisclosed, suspected or unsuspected, in law or in equity or otherwise, that the Local Host and Local Host Affiliates (or any of them) ever had, now have, or can, shall or may have, against the Releasees (or any of them), in any way arising from or relating to Operation Freefall, the skydive jump or the Tandem Skydivers whether prior to or upon the date of execution of this release or at any time thereafter. This release is not an admission of liability of any kind.

12. AGREEMENT NOT TO SUE. Local Host and Local Host Affiliates agree not to make or file any lawsuits, complaints, or other proceedings against the Releasees or to join any such lawsuits, complaints, actions or other proceedings against the Releasees concerning any matter that arises from or is related to Operation Freefall or related activities, any participants thereof or this Agreement. Local Host Affiliates further agree and covenant not to assist or encourage others in making or filing any lawsuits, complaints, or other proceedings against the Releasees.
13. INDEMNITY. Local Host hereby agrees to indemnify, defend and hold harmless SOAR, and its officers, directors, employees, stockholders, affiliates, agents and representatives, and any and all event Sponsors from and against any and all damages, losses, charges, actions, suits, proceedings, interest, penalties, claims, liabilities, deficiencies, costs, fees (including attorneys' fees) and expenses arising out of Local Host's breach of a representation, warranty, obligation, agreement or covenant contained herein or related to Operation Freefall.
14. MISCELLANEOUS. If any provision of this Agreement is found to be invalid or unenforceable in any circumstance, such invalidity or unenforceability shall not affect the other provisions of this Agreement. Any court that finds any provision of this Agreement to be invalid or unenforceable is hereby authorized to reduce or modify the scope of such provision to the extent necessary to make such provision valid and enforceable. If the court fails to do so, the parties agree to negotiate in good faith to agree to an amendment to such provision sufficient to make it valid and enforceable. This Agreement supersedes any previous or contemporaneous oral or written communications, representations, understanding or agreements between the parties regarding the subject matter hereof. This Agreement may not be modified or amended except by writing signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. It is further understood and agreed that no failure or delay by a party hereto in exercising any right, power, or privilege thereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.

Signature: _____ Date: _____

Print name: _____

Agency Name: _____

Mailing Address: _____ City: _____ State/Zip: _____

Phone: _____ Email: _____

Agency Web Address (URL): _____

Signature: _____ Date: _____

Print name: Kellie Greene

Speaking Out About Rape, Inc.