

The Cares Organization

Corporate Sponsorship Agreement

Last updated November 17, 2023

This Gift Agreement for Corporate Sponsorship, commonly referred to as Corporate Sponsorship Agreement (“Sponsorship”, “Agreement”), is made on _____ (“Date”) by and between _____ [Legal Entity Name] a _____ [Legal Entity Type] formed in the state of _____ and its assignee, individual, endowment, trust, estate, foundation, or other legal entity (hereafter referred to collectively as “Donor”, “Sponsor”) and The Cares Organization (“Recipient”, “TCO”, “Client”, “Nonprofit”, the “Organization”), a nonprofit corporation formed in the state of Delaware and headquartered in Dallas, Texas USA. The Donor and The Cares Organization agree as follows:

Background

A. The Cares Organization is a tax-exempt nonprofit corporation formed in Delaware under Section 501(c)(3) and 509(a)(2) of the Internal Revenue Code (“Code”), tax ID # 92-2900377. Donations may be tax-deductible to the extent allowed by law. Please consult a tax or legal professional in your jurisdiction.

B. The Cares Organization’s mission is devoted to developing communities through charitable causes, connecting, uniting, and organizing essential resources for those in need, by enhancing ways to give, helping them thrive, and communities grow and adapt in response to pressing world challenges.

C. Corporate Social Responsibility and philanthropy are based on voluntary actions for the common good. It is a tradition of giving and sharing that is central to our quality of life. Sponsor desires to become a Sponsor of Client and to provide financial support in the form of a gift to increase public awareness of Client’s mission, on the basis set out in this Agreement.

D. Sponsorships are considered gifts, and once given, they are generally irrevocable. Gifts play a crucial role in sustaining the organization and there is significant economic reliance on donations once gifted. A completed gift is a voluntary transfer of property from one person to another without compensation, where the gift is no longer in the Donor’s possession and control. Essential legal requirements of a gift to be considered “completed” include:

1. Capacity of the Donor;
2. Intention of the Donor to make the gift;
3. Completed delivery to or for the benefit of the Recipient; and,
4. Acceptance and possession of the gift by the Recipient.

Under the law, if all of the above legal requirements of a gift are present, then the gift is completed, and it becomes irrevocable and legally binding.

E. Sponsor understands and agrees that the sum(s) gifted to Client as outlined in this Agreement and its exhibits, are unrestricted funds (unless there was a specific agreement or contract between the Donor and the organization regarding a restriction on the use of funds), designated for the benefit of The Cares Organization, and to support operating funds for the organization in furtherance of its charitable mission. The Cares Organization, in its sole discretion set forth by its Board of Directors at the advisory recommendations of its Funds Policy Board, may elect to distribute a portion of the sponsorship funds towards other charitable organizations, but is not required to do so, unless it had designated in advance in writing a percentage of this sponsorship to be earmarked towards a charitable cause(s) or a nonprofit organization(s).

F. This Agreement has Three parts. The first part, the **Agreement**, sets out framework understandings regarding the arrangement, including gift of cash funds and/or in-kind product or services transfers, term, disclosures, legal compliance, use of trademarks, and termination. The second part, a document attached as **Exhibit A** and referred to as the “Sponsorship Plan,” sets out the specifics of the arrangement, including the sponsorship amount and term. The third part consists of **Exhibits B and C** identifying Client and Sponsor trademarks that may be used in connection with the Sponsorship. As used in this Agreement, the term “Sponsorship” means the relationship contemplated by this Agreement.

Client and Sponsor agree as follows:

1. Sponsorship

1.1 Sponsorship Payment

To support Client's charitable mission and activities, Sponsor will make a sponsorship payment in the form of a gift of cash funds, and/or in-kind donation of products or services, to Client in the amount and on the schedule set out in the Sponsorship Plan.

Payments are immediately due upon execution of this Sponsorship Agreement. Funds can be sent via the following methods:

Wire & ACH Transfers:

To pay via Domestic or International Wire or ACH Transfer in US Dollars, please remit funds to:

Bank Name: Bank of America, N.A.
Bank Address: 11868 Preston Rd. Dallas TX 75320-2709 USA
Account Name: The Cares Organization
Account Number: ***1398
Wire Routing Number: ***9593
ACH Routing Number: ***0025
(For security purposes, to be emailed separately by the organization to the sponsor)

For International Wires in US Dollars, also add:

SWIFT code: BOFAUS3N
Bank of America, N.A.
222 Broadway, New York, NY 10038

Zelle:

To pay via Zelle, log on to your Zelle account and send money to The Cares Organization using the email address: Banking@thecaresorganization.org.

PayPal:

To pay via Credit Card through PayPal is easy. Log on to your PayPal account online or in your mobile app, and send money to The Cares Organization using this email address: Payments@thecaresorganization.org.

Checks Drawn on US Banks:

To pay by check in the US only, please make the check payable to THE CARES ORGANIZATION and send it to: The Cares Organization. 539 W. Commerce St. Suite #8439. Dallas, TX 75208 USA.

Please include an email confirmation to: Sponsor@thecaresorganization.org, once the payment is sent so we can track it and confirm back the receipt of funds.

1.2 Publicity by Sponsor

Sponsor may identify itself as a Corporate Sponsor, Sponsor, or Partner of Client for marketing purposes during the term as provided in the Sponsorship Plan. Except as required by law, Sponsor will not issue any press release or other public statement (including on its website) relating to its Sponsorship without obtaining Client's prior written consent.

1.3 Sponsor Recognition

Sponsor will be a Corporate Sponsor of Client during the term or for the event specified in the Sponsorship Plan. Client will acknowledge Sponsor in accordance with its customary donor recognition practices and identify Sponsor as a Corporate Sponsor as provided in the Sponsorship Plan.

1.4 No Substantial Return Benefit

Client will provide Sponsor no "substantial return benefit" as defined in Section 513(i) of the Code and accompanying regulations. For clarity, any acknowledgment or identification of Sponsor will (a) be limited to a statement of acknowledgment or thanks and may include display of Sponsor's marks in accordance with Section 2, and (b) not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor's products or services.

1.5 No Endorsement by Client

Under no circumstances will Client be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on Client's acceptance of Sponsor's payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Client, or its respective officers, directors, members, or employees, endorse Sponsor or its products.

1.6 Non-Exclusive Sponsorship

Unless otherwise provided in the Sponsorship Plan, Sponsor's corporate sponsorship is non-exclusive. Sponsor understands that Client may enter into corporate sponsorship or other similar arrangements with other companies.

1.7 Qualified Sponsorship Payment

The payment contemplated by Section 1.1 is intended to be a "qualified sponsorship payment" within the meaning of Section 513(i) of the Code, and the terms of this Agreement are intended to fall within the safe harbor established in the regulations under Section 513(i).

2. Intellectual Property

2.1 Client Marks

Client grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit B** ("Client Marks") for the limited purposes set out in Section 1.2.

2.2 Sponsor Marks

Sponsor grants to Client a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit C** ("Sponsor Marks") for the limited purposes set out in Section 1.3.

2.3 Ownership

Each of Client and Sponsor acknowledges that (a) it has no interest in the other party's marks other than the license granted under this Agreement, (b) the other party will remain the sole and exclusive owner of all right, title, and interest in its marks, and (c) any and all goodwill in the other party's marks will inure solely to the benefit of the other party. Client and Sponsor will comply with any reasonable trademark guidelines that the other may provide. For clarity, nothing in this Agreement is intended to give Sponsor nor Client any ownership or other rights in any Client or Sponsor property or Client-Sponsor related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

2.4 Non-Permitted Associations

Sponsor may not use Client Marks in any manner that suggests or implies endorsement of political views or religious beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

3. Relationship

3.1 Contact Person

Client and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication. The initial appointees are identified in the Sponsorship Plan. Client and Sponsor each may change its contact person at any time and will so notify the other.

3.2 Recordkeeping

Client and Sponsor will maintain records relating to the Sponsorship in a manner such that each party can evaluate compliance with this Agreement and will make those records available for review by one another on reasonable notice during the term of this Agreement and for a period of three (3) years after termination or conclusion of the Sponsorship. Client and Sponsor will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.

3.3 Independence

Client and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar legal relationship between Client and Sponsor for any purpose. Neither Client nor Sponsor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience and/or marketing uses.

3.4 Confidentiality

Sponsor will use Confidential Information (as defined below) only in connection with Sponsor's activities under this Agreement and keep it confidential. "Confidential Information" means all information, in any form, furnished to or obtained by Sponsor from Client including, without limitation, employee, donor, and client data, budget and other financial data, program plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Sponsor; (b) was known by Sponsor prior to its being furnished by Client; (c) is or becomes available to Sponsor on a non-confidential basis from a source other than Client; or (d) is independently developed by Sponsor.

4. Indemnification

4.1 Indemnification by Client

Client will indemnify, defend, and hold Sponsor and its directors, officers, employees, agents, and assigns (collectively, the "Sponsor Parties") harmless against any and all claims, liabilities, losses, damages, and expenses any Sponsor Party may suffer and which arise directly or indirectly from: (a) Client's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Sponsor's use of Client Marks in accordance with the terms of this Agreement. Client will have no obligation to indemnify any Sponsor Party to the extent the liability is solely caused by such Sponsor Party's gross negligence or willful misconduct.

4.2 Indemnification by Sponsor

Sponsor will indemnify, defend, and hold Client and its directors, officers, members, employees, agents, and assigns (collectively, the "Client") harmless against any and all claims, liabilities, losses, damages, and expenses any Client Party may suffer and which arise directly or indirectly from: (a) Sponsor's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Client's use of Sponsor Marks in accordance with the terms of this Agreement. Sponsor will have no obligation to indemnify any Client Party to the extent the liability is solely caused by such Client Party's gross negligence or willful misconduct.

5. Termination

5.1 Termination on Notice

Either Sponsor or Client may on its own terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective 30 days after delivery of the notice by the terminating party.

5.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 30 days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

5.3 Termination for Conduct

Either Client or Sponsor may immediately terminate this Agreement by giving written notice to the other if, based on information about Sponsor not known to Client at the time this Agreement is signed, it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.

5.4 Consequences of Termination

Upon termination of this Agreement, Client and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Client and Sponsor will promptly cease use of any Sponsor Marks and Client Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Client prior to termination. If Sponsor terminates this Agreement under Section 5.1, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If Client terminates this Agreement under Section 5.1, or if Sponsor terminates this Agreement under Section 5.2 or 5.3, Sponsor will have no remaining payment obligations to Client. If Client terminates this Agreement under Section 5.2 or 5.3, Sponsor will be responsible for all remaining payments as set out in the Sponsorship Plan. The provisions of Sections 2.3, 3.2, 3.4, 4, 5.4, and 6 will remain effective after termination.

6. General Provisions

6.1 Entire Agreement

This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Sponsor and Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Sponsor and Client relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

6.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Sponsor and Client which recites that it is an amendment to this Agreement.

6.3 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.4 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment

Sponsor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client.

6.6 Third-Party Beneficiaries

Except as provided in Section 4, this Agreement is for the exclusive benefit of Sponsor and Client and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, vendor, or client of Sponsor or Client.

6.7 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other party.

6.8 Privacy Policy and Terms and Conditions

The Client's website, event portal, mobile apps, and events are governed by Client's Privacy Policy and Terms and Conditions which can be found at: TheCaresOrganization.org. The Privacy Policy as well as the Terms and Conditions of Client govern Sponsor's participation, and that of Sponsor's attendees and/or guests, in any of the Client's owned and operated Live or Virtual Events, including but not limited to Meetings, Conferences, Podcasts, Webinars, Retreats, Summits, Receptions, and other such gatherings (Events). By sponsoring the Event, the Sponsors may receive the right to invite registered participant for the Event, hence, the Sponsor agrees to these participant terms between the event organizer (Client) and sponsor attendees or guests who collectively are registered participants (Participant).

Sponsorship application form must be received, and Corporate Sponsorship Agreement must be signed by the parties in order to process a transaction. Sponsorships are available on a "First Come First Serve" basis upon mutual execution of this Agreement and payment is received. Payment is due upon execution of this Agreement.

Use of Likeness and Appearance Release of Participants and Guests: Event participants and guests agree to a full release of all images, video, voice, and content for use by the Client through online and social media channels.

Cancellation Policy for Event Participants and Guests: No cancellations, refunds, or changes are allowed.

Force Majeure for Event Participants: In the event of cancellation by Client due to government regulation, natural disaster, or pandemic making it illegal or impossible to hold the event, this agreement remains valid and in full force at the sole discretion of the event organizer.

Morality Clause: If at any time the Donor name may compromise the public trust or the reputation of the institution, including acts of moral turpitude, the organization with the approval of the Board of Directors has the right to remove the name and/or return the gift.

6.9 Charitable Gifts Refund Policy

There's no federal law that requires nonprofits to return donations. States have enacted various laws relating to the operation of nonprofits and generally such laws are vague about returning contributions. State laws usually assume that a gift is no longer the property of a Donor once a charity accepts it. Furthermore, nonprofit organizations are expected to act in the public interest, thus, state regulators may rule that returning a donation harms the public good or that a return is unreasonable for obvious reasons, not just under the contract laws of gifting but under the standard rules of giving.

A Donor's belief that the organization might be misusing funds, engaging in wasteful practices, or deviating from its charitable mission—unsupported by concrete evidence; or simply influenced by factors such as philosophical differences, past experiences with other organizations, hearsay in the news, disliking recent trends, peer pressure, personal reasons, or the assumption that donated funds were meant for a different purpose than communicated in the materials and documentation, among many other reasons not listed herein—does not qualify as valid grounds for charitable gift refunds.

Our organization adheres to the Charitable Gift Refund Policy as outlined in our Terms and Conditions Legal Disclaimers that states:

- The Cares Organization does not provide refunds for gifts, donations, membership dues, or any other form of payment sent in physically, online, mobile, banking, or a third-party platform. If there is a transaction issue, please immediately contact: CustomerService@TheCaresOrganization.org;
- Our Terms and Conditions also contain an Event Cancellation Policy: No cancellations, refunds, or changes are allowed; and,
- Our Founder Contribution and Pledge Agreements state that: All donations are non-refundable contributions.

Charitable gift refunds, under exceptional circumstances, may be considered and approved by the Board of Directors, following consultation with the Funds Policy Board and external legal counsel. Such circumstances include:

1. **Mandatory Return for Violation of Donation Agreement:** If a donation agreement for Donor Restricted Funds is significantly violated, as in the case where specific written instructions are disregarded (e.g., funds designated for hurricane relief spent on unrelated items), the charity is obligated to refund the donation.
2. **Inability to Fulfill Donation Agreement Terms:** If The Cares Organization determines that the terms of a donation agreement for Donor Restricted Funds cannot be adequately fulfilled, the organization may choose to return the gift to the Donor voluntarily before potential misunderstandings or disputes arise.
3. **Transaction Issues and Immediate Notification:** In the event of a mistake or incorrect amount in a transaction, Donors must promptly contact: CustomerService@TheCaresOrganization.org. Immediate notification is expected within minutes or hours, typically on the same business day, and at the very latest depending on circumstances, within a reasonable prompt timeframe not exceeding 10 calendar days.
4. **Other Extenuating Circumstances:** The Board may consider other extenuating circumstances deemed ethically necessary, or necessary to prevent future conflict or harm to the organization.

It's crucial to note that these refund considerations are limited to specific situations, especially involving Donor Restricted Funds, and decisions are subject to careful review and consultation with relevant parties.

To initiate a refund, please immediately submit a written request via email to CustomerService@TheCaresOrganization.org. If eligible, refunds will be processed within a reasonable timeframe from the email receipt, given potential legal considerations, call for Special Board Meeting, and prior diligence necessary to assess the circumstances. Refunds will be issued using the original payment method.

If the Donor has filed a tax return claiming a charitable deduction for the refunded gift, the Donor is responsible for contacting their tax advisor to determine if their tax return needs to be amended.

6.10 Governing Law

This Agreement will be governed by Delaware law in the United States.

6.11 Legal Advice and Injunctive Relief

This document does not reflect or constitute legal or tax advice. Please consult your legal or tax professional. Both parties acknowledge and agree that this agreement is legally binding: (a) any breach by one party of its obligations under Section 2 will result in irreparable harm to the other party which cannot be reasonably or adequately compensated in damages; (b) the injured party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (c) the injured party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Section 2, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of their intellectual property.

6.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by electronic means of executed counterparts constitutes effective delivery.

6.13 Dispute Resolution

In the event of any dispute or disagreement regarding this Agreement, both parties agree to resolve the matter through mediation. If mediation is declined by either party within 60 days or goes to mediation but does not result in a resolution within 180 days, the dispute will be submitted to binding arbitration. The arbitration shall be conducted in Dallas, Texas USA in accordance with the rules of a recognized arbitration service, and the arbitrator's decision will be final and binding. Each party will bear its own costs.

* * * * *

We are grateful for all donations and support of our organization. Client and Sponsor hereby agree to the terms of this Agreement by its execution as of the date set out in its first paragraph.

The Organization:

The Sponsor:

The Cares Organization

Name:

By: _____

By: _____

First, Last: _____

First, Last: _____

Title: _____

Title: _____

Exhibit A

Sponsorship Plan

Sponsorship

Event Information	Nonprofit Name: The Cares Organization Event Name: Date: Location: Description:
Sponsorship Name Level	Sponsor Name: Sponsorship Level:
Sponsorship Amount USD	\$
Payment Schedule Multiple Year Discount	
Sponsorship Term	Single Year Sponsor: _____ year Multiple Year Sponsor: _____ years From _____, 20____ to _____, 20____
Future Events Information (for Multiple Year Sponsors)	Name: Date: Location: Description:
Sponsor Recognition by Client	
Publicity by Sponsor	
Additional Terms	

Sponsor Data and Contact Person

Sponsor Name, Address	Company Name: Address:
Sponsor Contact Person	Name: Title: Email: Phone:

Nonprofit Data and Contact Person

Nonprofit Name, Address	The Cares Organization 539 W. Commerce St. Ste 8439 Dallas, TX 75208 USA
Nonprofit Contact Person	Name: Barbara D'Amato Title: CEO Email: Barbara.damato@thecaresorganization.org Phone: +1 949 922-2295

Exhibit B Client Marks

[insert marks]

In addition, high resolution files will be sent via email.

Exhibit C Sponsor Marks

[insert marks]

In addition, high resolution files will be sent via email.