



**RED CIRCLE
FOUNDATION**
STAY THE COURSE

CAUSE RELATED MARKETING AGREEMENT

Thank you for selecting the Red Circle Foundation (RCF) as the beneficiary of your cause related marketing (mutually referred to as 'CRM'). The Foundation relies on the willingness of individuals and organizations that generously initiate such fundraising events. We are truly honored you have selected us and we are grateful for your efforts.

"The Red Circle Foundation was established to pay tribute to the special operations community and their families. We are committed to honoring these courageous soldiers by raising awareness and affecting change. And that is the red circle we will continue to hold no matter what."

Brandon Webb, Founder



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This packet contains the following information:

1. CRM/Fundraising Protocols & Acknowledgement: The Red Circle Foundation has established protocols for those seeking to partner with RCF for CRM or a fundraising campaign to benefit the Foundation. Please review these policies and guidelines carefully. Upon written approval of your proposal by the Foundation, the protocols become part of your agreement with the Foundation and you will be responsible for compliance.

2. Cause Related Marketing (CRM) Application & Agreement: All businesses engaging in a Cause Related Marketing Campaign with the Red Circle Foundation must sign an agreement that clarifies the campaign, goal and action items.

All Cause Related Marketing Campaign partners are expected to generate publicity for the campaign through purchased or in-kind media and any/all social media outlets available to them.

3. CRM/Fundraising Financial Summary: The Cause Related Marketing/Fundraising Financial Summary and official accounting documentation must be submitted with payment to Red Circle Foundation within 30 days of your CRM Term.

To support your efforts while balancing our own limited staff resources, the Red Circle Foundation is able to provide varying levels of assistance based on the level of campaign benefit:

Non-Guaranteed Donation of \$1,000 – \$3,000:

- ★ Use of the Red Circle Foundation logo (ALL uses of the name or logo must be approved before printing or public use)
- ★ Red Circle Foundation Agreement confirmation letter to support your efforts

Guaranteed Donation of \$3,000 or more:

- ★ Items above, plus:
- ★ Support with joint press release, providing that the promotion falls within a mutually agreeable media window
- ★ Twitter and Facebook posts by the Red Circle Foundation (*number and frequency determined by the timing of the campaign*)

As a final note, although we actively encourage businesses and individuals to participate in cause related marketing campaigns to benefit RCF, we must approve in writing all campaigns and agreements in advance as well as any support materials (print, electronic, etc.) that will include the Foundation's brand. Initial campaign submission review may take up to three weeks. We appreciate your interest in fundraising for the Red Circle Foundation and we look forward to working with you. Please contact us with questions at CauseMarketing@redcirclefoundation.org



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CRM FUNDRAISING PROTOCOLS

PUBLICITY

If the Red Circle brand is to be used in publicity and marketing materials, the Foundation must approve in writing any layout and design incorporating the logo prior to production and release.

The full name of the Foundation is the 'Red Circle Foundation' and the Foundation should be identified by its full name in the first reference in all materials pertaining to the event. The term 'Foundation' (capitalized) may be used sparingly after the first reference. Please do not use any other interpretation or variance of the Foundation name.

- Without special written consent, The Red Circle Foundation may only be identified as the beneficiary of your item or campaign. For example, you should not call an item "The Red Circle Foundation Necklace" Rather; the item should be promoted as a "Necklace benefiting the Red Circle Foundation".
- Promotions for your campaign or item must reflect the Red Circle Foundation as the beneficiary, not the owner, creator, or sponsor (for example, "proceeds from this item will benefit the Red Circle Foundation").
- Use of the Red Circle Foundation logo on any promotional materials including, but not limited to, advertising (electronic and print), letters, brochures, flyers and press releases, must be approved in writing by the Foundation. Please do not make public announcements or promote the event until you receive written approval from the Foundation of your CRM fundraising proposal.
- Brandon Webb's name must not be used in any way that indicates endorsement, involvement or participation in the campaign or item. The following statement is the only instance in which Brandon Webb's name can be used on promotional materials: "*The Red Circle Foundation is a Federal 501(c)3 Non-Profit Founded in 2012 by Navy SEAL (Ret.) Brandon Webb.*"
- Creation of websites, social media pages, or the like with any combination of the words 'Red Circle Foundation' is not permitted, nor is the Foundation's logo to be used as a representative image (profile picture, header image, etc.)
- If an approved product or service will be benefiting the Red Circle Foundation, adherence to required Better Business Bureau language is required. All collateral materials relating to the Promotion must specify: (a) that Red Circle Foundation is the benefiting organization; (b) that written information about Red Circle Foundation is available by visiting www.redcirclefoundation.org and (c) the actual or anticipated portion of the sales or donation that will benefit Red Circle Foundation.
- Red Circle Foundation is not responsible for marketing and/or promoting your item and/or campaign. Only signed CRM Agreements with guaranteed donations may receive promotion on official RCF outlets. (website, social media, etc)



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TERMS & CONDITIONS OF LOGO USAGE

1. Red Circle Foundation is the owner of certain registered and common law trademarks, trade names and service marks including the name Red Circle Foundation, as well as the RCF logo (collectively, the “Marks”). If (and only if) this proposal is approved by Red Circle Foundation, Promoting Organization will be granted a non-exclusive license to use specified Marks in publicity documents relating to the promotion. Promoting Organization may not alter or modify the Marks in any way, nor shall it grant a sublicense to any other person. The terms of the license granted hereunder shall be from the date Red Circle Foundation approves the Agreement until the completion of the CRM term; provided, however, that Red Circle Foundation has the right to terminate the license if it determines, in its sole discretion that the quality of the Promotion is or will be injurious to Red Circle Foundation or the Marks. All agreements longer than 1 year are reviewed on an annual basis.
2. Any use of the Marks is subject to the prior written approval of Red Circle Foundation. Accordingly, Promoting Organization agrees to submit to Red Circle Foundation for approval – prior to distribution, broadcast or publication thereof – all electronic and printed material, publicity releases and advertising relating to the Promotion which mentions Red Circle Foundation or contains any graphic elements associated with the Foundation.

CRM APPROVAL AND FOUNDATION ASSISTANCE

Approval for the cause related marketing is specific to the item or campaign you indicate on the *CRM Fundraising Agreement*. If you intend to repeat the event, you must submit a new request. All agreements longer than 1 year will be annually reviewed.

As requested and appropriate, the Foundation will provide brochures, pamphlets and other informational materials, promoting and explaining the Red Circle Foundation. These items will be made available to you directly from our approved vendors at cost. Please let us know your needs in this area as soon as possible so we can make inquire with our vendors. Items will be shipped and billed directly to you.

DONOR PRIVACY

The Red Circle Foundation respects the privacy of its donors. For all cause-marketing programs, we cannot share our mailing list or send mail to constituents on behalf of third parties. We encourage other means of promotion with appropriate use of the Red Circle Foundation name/logo according to the levels above.



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RED CIRCLE FOUNDATION

CAUSE RELATED MARKETING FUNDRAISING APPLICATION

Please complete this form for and the following agreement consideration of your CRM.
Questions should be directed to the Foundation at CauseMarketing@redcirclefoundation.org.

Date Submitted: _____

Contact Name

Company/Organization

Mailing Address (no P.O. Boxes)

Name/Address that will be listed on donation check (if different than above)

Telephone

Email

Website



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CAUSE RELATED MARKETING FUNDRAISING APPLICATION CONTINUED

In accordance with the Better Business Bureau standards please answer the following questions

Name of Product or Service:

Where/How it will be sold:

Portion of the purchase price that will benefit Red Circle Foundation: _____
15% minimum on all merchandise displaying the RCF logo. Non RCF merchandise is decided on a case-by-case biases

Duration of the campaign: _____

Any maximum or guaranteed amount: _____

How will this information be displayed at point of solicitation?

How often will donations be transferred and how (check, credit card, etc.): _____

How do you plan to use the RCF logo?

What type of support are you requesting from Red Circle Foundation?

If you have previously organized a CRM for Red Circle Foundation please list the details and results:



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CAUSE RELATED MARKETING FUNDRAISING AGREEMENT -PAGE 1 /5
This agreement DOES NOT go into effect until signed by a Red Circle Foundation Representative

This CAUSE RELATED FUNDRAISING AGREEMENT (“Agreement”) is made as of _____ (“Effective Date”) by and between Red Circle Foundation (RCF), a national 501c3 non-profit corporation and

_____ (“Company”)

for the purpose of setting forth the terms and conditions under which Company will raise funds for Red Circle Foundation.

Please select **ONE** option:

OPTION ONE - Company does not guarantee a set donation

This option gives the Company the following limited benefits:

- Use of the Red Circle Foundation logo (*ALL uses of the name or logo must be approved before printing or public use*)
- Red Circle Foundation Agreement confirmation letter to support your efforts

OPTION TWO - Company guarantees a donation of at least \$3,000

This option gives the Company the following benefits:

- Items above, plus:
- Support with joint press release, providing that the promotion falls within a mutually agreeable media window
- Twitter and Facebook posts by the Red Circle Foundation (*number and frequency determined by the timing of the campaign*)

1. Promotion

- Company agrees to donate \$ _____ or _____ % for every (“Product”) sold to benefit Red Circle Foundation from the Effective Date until _____ (“Promotion Term”). If Promotion Term is longer than 1 year, Red Circle Foundation will review Agreement annually for arrangement compliance. The money raised under this Section 1(a) shall be deemed “Proceeds” and the activities conducted under this Section 1(a) shall be deemed the “Promotion.”
- If Company selections OPTION TWO as stated above; In the event that Proceeds collected under the Promotion are less than \$3000 (“Minimum Amount”), Company will donate to Red Circle Foundation within thirty (30) days after the end of the Promotion Term the difference between Proceeds and the Minimum Amount.

2. Remittance and Reporting.

- Except for advertising and marketing materials related to the Promotion (“Promotion Materials”), Company will not use any Red Circle Foundation or RCF trademark or logo on the Product without written approval.
- Company will forward the Proceeds, CRM Financial Summary and official accounting documentation to Red Circle Foundation within thirty (30) days after the end of the Promotion Term in the form of a check made payable to “Red Circle Foundation” with the memo field or check stub indicating that the money was raised through the “[Company Name] Consumer Fundraising Promotion.” Company will send the check to:
 Red Circle Foundation
 ATTN: CRM Fundraising Processing
 PO Box 15415
 Washington, DC 20003

For Promotion Terms longer than one year, Proceeds, CRM Financial Summary and official accounting documentation must be submitted within thirty (30) days after the one year (1 year) anniversary of the Effective Date which is _____



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CAUSE RELATED MARKETING FUNDRAISING AGREEMENT CONTINUED -PAGE 2/5

- c. For a period of one (1) year following the end of the Promotion Term, Red Circle Foundation may, upon fifteen (15) days prior notice to Company, inspect and audit the financial records and bookkeeping of Company with respect to the Promotion and all funds collected under the Promotion.
3. Advertising and Marketing Materials.
 - a. Red Circle Foundation grants to Company a limited and non-exclusive license to use Red Circle Foundation trademarks and logos solely in connection with the Promotion Materials, provided that Company must obtain Red Circle Foundation's prior written approval of all Promotion Materials before such Promotion Materials are disseminated or published. Red Circle Foundation will not unreasonably withhold or delay such approval. Red Circle Foundation trademarks and logos are and shall remain the property of Red Circle Foundation, and the license granted under this Section 3(a) expires automatically at the end of the Promotion Term or, if this Agreement is terminated before expiration of the Promotion Term, upon such early termination.
 - b. Company will use the following language on all Promotion Materials:
 - ★ [Name of Company] is helping Red Circle Foundation by donating \$ _____ or _____ % for every [name of product] sold until [end date of Promotion], with a minimum guaranteed contribution of \$ _____. (agreement minimum is \$3,000)
 - ★ The Red Circle Foundation name and emblem are used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, opinion or political position. For more information about Red Circle Foundation, please visit www.redcirclefoundation.org.
4. Liability and Indemnification
COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER THE RED CIRCLE FOUNDATION NOR THEIR DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS SHALL BE LIABLE IN ANY WAY, TO ANY PERSON OR ENTITY, IN CONNECTION WITH THE PRODUCT, THE PROMOTION (EXCEPT FOR HOW SJH FOUNDATION USES THE PROCEEDS) OR COMPANY'S ACTIONS OR INACTIONS IN CONNECTION WITH

THIS AGREEMENT. Company shall indemnify, defend and hold the Red Circle Foundation harmless, and their directors, officers, employees and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to the Product, the Promotion (except for how Red Circle Foundation uses the Proceeds) or Company's actions or inactions in connection with this Agreement. Red Circle Foundation will indemnify Company, its officers, directors and employees, against any third party Claim solely to the extent and proportion such Claim arises out of (i) Red Circle Foundation's use of the Proceeds or (ii) Company's authorized and approved use of Red Circle Foundation trademarks and logos. This Section 4 shall survive the expiration or termination of this Agreement.
5. Compliance
 - a. Company will comply with all applicable federal, state and local charitable solicitation laws and regulations.
6. Term and Termination
 - a. This Agreement shall begin on the Effective Date and expire upon Red Circle Foundation's receipt of all Proceeds, unless terminated earlier in accordance with this Section 6. In the event Red Circle Foundation reasonably believes it is in its best interest to terminate this Agreement and the Promotion, Red Circle Foundation may do so by giving Company notice. Company will forward to Red Circle Foundation all Proceeds raised through the date of termination.



CAUSE RELATED MARKETING FUNDRAISING AGREEMENT CONTINUED -PAGE 3/5

7. Notice

- a. All notices and other communications required or permitted shall be in writing and delivered at the addresses set forth below. Notice shall be effective when delivered.

Mail: Red Circle Foundation
ATTN: CRM Fundraising Processing
PO Box 15415
Washington, DC 20003

Email: CauseMarketing@redcirclefoundation.org

[Company name]

Attention

[Street address] [City, state, zip]

Phone

Fax

Email

8. No Assignment

- a. Company shall not assign, subcontract or in any way transfer this Agreement, in whole or in part, without the prior written consent of Red Circle Foundation.

9. Entire Agreement

- a. This Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in a writing signed by both parties.



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CAUSE RELATED MARKETING FUNDRAISING AGREEMENT CONTINUED -PAGE 4/5

ACKNOWLEDGEMENT

Responsible party must initial each of the nine following acknowledgements.

_____ I have read and agree to comply with the Red Circle Foundation Cause Related Marketing Fundraising Protocols. I understand that the Protocols are a part of this Agreement. I also understand that any additional protocols included in the Foundation Approval Letter become a part of this Agreement.

_____ I understand that this is a proposal and I may not execute the event without prior written approval by the Red Circle Foundation.

_____ I understand that publicity and other marketing materials for the event must be approved by the Red Circle Foundation prior to being produced and released.

_____ I understand that I am being granted permission to use the Red Circle Foundation logo (brand) and will not distort the graphics or display in an inappropriate, unapproved manner.

_____ I understand that I cannot use language that indicates that Brandon Webb endorses a product, will be present, or have involvement at or with any campaign event.

_____ I have read and understand that I must submit all Proceeds, CRM Financial Summary form and official accounting documentation supporting total sales to the Red Circle Foundation within thirty (30) days of the end of the campaign term. For Promotion Terms longer than one year, Proceeds, CRM Financial Summary and official accounting documentation must be submitted within thirty (30) days after the one year (1 year) anniversary of the Effective Date

_____ I understand and agree that Red Circle Foundation has the right to refuse any products or designs before or during the promotion period.

_____ I agree to indemnify and hold harmless the Red Circle Foundation, its directors, employees and legal representatives, for any expenses, losses, claims or damages resulting from the CRM Campaign or the noncompliance with any term or provision of the Red Circle Foundation.

_____ I understand that Red Circle Foundation has the right to terminate the license if it determines, in its sole discretion that the quality of the Promotion is or will be injurious to Red Circle Foundation or the Marks.



CAUSE RELATED MARKETING FUNDRAISING AGREEMENT CONTINUED -PAGE 5/5

This Agreement is agreed to and executed as of the Effective Date once signed by a Red Circle Foundation representative.

SIGNATORY OF AGREEMENT

I have carefully read and fully understand the Red Circle Foundation Cause Related Marketing Fundraising Protocols and Agreement. I am aware agreement approval must be issued by the Red Circle Foundation prior to conducting a CRM campaign or creating products, am I aware the initial CRM submission review may take up to three weeks.

Signature

COMPANY

Printed Name

Title

Date

Signature
RED CIRCLE FOUNDATION

Printed Name

Title

Date

For Office Use Only

Date Reviewed _____

Approved Not Approved

By _____ 30 day tickler date _____



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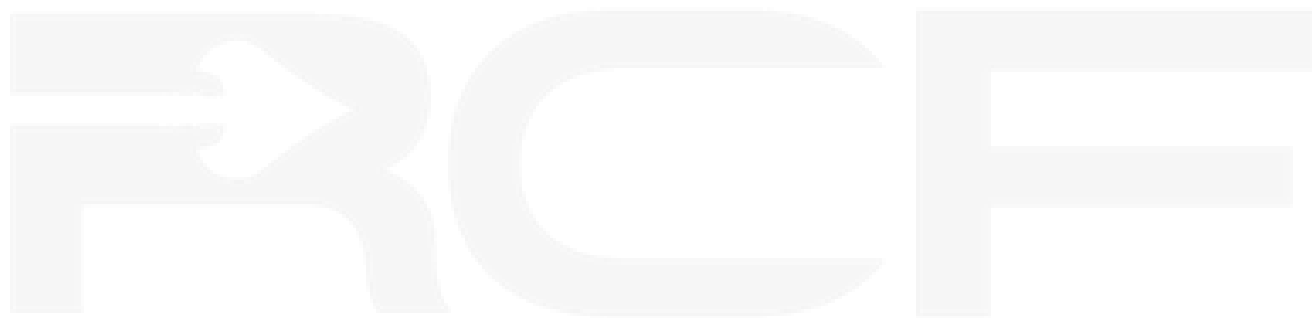
THANK YOU!

On behalf of the community Red Circle Foundation serves, our staff and Board of Directors, we wish to thank you once again for reaching out to us and helping us achieve our mission. We cannot possibly provide our Special Forces community all that is needed without your generous support.

Please return the completed packet by one of the following two methods:

Email: CauseMarketing@redcirclefoundation.org

Mail: Red Circle Foundation
ATTN: CRM Fundraising Processing
PO Box 15415
Washington, DC 20003





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RED CIRCLE FOUNDATION CAUSE RELATED MARKETING FUNDRAISING FINANCIAL SUMMARY

Please complete within thirty (30) days of the close of your CRM Term and forward as indicated below with your payment and official accounting documentation to support your fundraising efforts. Please make checks payable to “Red Circle Foundation”.

CRM Fundraising Company Name

CRM Fundraising Primary Contact

CRM Product or Description

Number of Products Sold

CRM Term

\$ _____
Net Income (proceeds)

Please mail the proceeds from your CRM along with this form and official accounting documentation supporting total sales for proper donor acknowledgement within thirty (30) days following the close of the CRM term. For Promotion Terms longer than one year, Proceeds, CRM Financial Summary and official accounting documentation must be submitted within thirty (30) days after the one year (1 year) anniversary of the Effective Date

Mail: Red Circle Foundation
ATTN: CRM Fundraising Processing
PO Box 15415
Washington, DC 20003

Check List:

- CRM Financial Summary (*this page*)
- Official Accounting Documentation
- Check made payable to “Red Circle Foundation”

Questions or concerns - Please email CauseMarketing@redcirclefoundation.org