

# STICK A FORK IN CANCER Restaurant Agreement



Both parties agree to fulfill the terms stated below.

Restaurant name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Restaurant representative & title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Participation Level – Percentage Give Back or Flat Sponsorship



**Presenting Sponsor \$10,000** (One Available)



**Silver Platter Partner \$5,000** (Four Available)



**3-Fork (25% or \$2,000)**



**2-Fork (15% or \$1,000)**



**1-Fork (10% or \$500)**

Multiple locations participating:  Yes (see page 2)  No

### Important information:

- This agreement must be signed and returned, along with your company logo (jpeg or eps), no later than December 31<sup>st</sup>, 2019 to receive full amenities based on your selected percentage of give back.  
*(Please refer to the restaurant amenities chart for full details.)*
- Mail your tax-deductible donation check (made payable to American Cancer Society) and a copy of this form to the address below by February 28<sup>th</sup>, 2020
- The American Cancer Society will mail to you a donation acknowledgment letter to include our 501(c)3 tax-deductible information within 30 days of check receipt.

### Contact Information:

**Email:** Susan.Josephson@cancer.org

**Phone:** 619-682-7463

**Mail:** American Cancer Society

**Stick a Fork in Cancer**

5333 Mission Center Road, Suite 105

San Diego, CA 92108

\_\_\_\_\_  
Authorized signature of restaurant representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature, printed name and title of ACS representative

\_\_\_\_\_  
Date

## Restaurant Agreement

*Please complete this page if additional locations will participate on the same day(s) at the same level as the restaurant listed on the previous page. If additional locations will be different in any way, please complete a separate copy of the previous page for each.*

Restaurant name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Restaurant representative & title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Restaurant name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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Restaurant name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Restaurant representative & title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Authorized signature of restaurant representative

Date

**Third Party Charitable Sales Promotion and Licensing  
Terms and Conditions**



These Terms and Conditions set forth are incorporated into and made a part of the specific 2020 Stick a Fork in Cancer Restaurant Agreement between ACS and the participating Restaurant and are subject to the associated Third Party Charitable Sales Promotion and Licensing Master Terms and Conditions found at <http://www.cancer.org/AboutUs/ACSPolicies/third-party-charitable-sales-promotion-and-licensing-agreement-master-terms-and-conditions> (the "Master Terms and Conditions") and incorporated herein by reference.

**1. Marketing and Better Business Bureau Disclosure Requirements.**

a) Restaurant agrees that the Promotion and campaign shall be professional, of high quality, and shall reflect the mission of ACS. Restaurant agrees to disclose on its Web site and all other Promotional Material (as defined in the Master Terms and Conditions) the following information that is required to conform with Better Business Bureau standards and applicable state laws:

- i. the actual or anticipated portion of the purchase price or fee that will benefit ACS;
- ii. the duration of the Promotion; and
- iii. ACS does not endorse any product or service.

In order to protect its name, good will and trademark rights, ACS shall have the right to review and approve or disapprove all Promotional Material (as defined in the Master Terms and Conditions) used in connection with the Promotion, prior to its use, according to the provisions of Section 3 of the Master Terms and Conditions.

b) For purposes of this Agreement, all recognition or acknowledgment of Restaurant or any of its affiliates provided by ACS shall satisfy, in the judgment of ACS, the definition of "use or acknowledgment" contained in Treasury Regulations section 1.513-4(c), including without limitation the absence of "advertising" as defined in subsection (iv) of said regulations.

**2. Books, Records, and Reports.** Upon a ten (10) day notice during business hours, ACS shall have the right to examine books of accounts and records in Restaurant's possession or under its control with respect to the subject matter and terms of this Agreement. Restaurant shall provide royalty payments in the time and manner as agreed upon above, and Restaurant shall provide a cumulative financial report within 30 days after payment is due.

The financial report shall provide the net proceeds, gross sales price of the product, any and all taxes, and any other information as may be needed by ACS for its accounting and legal

compliance. ACS will rely upon these reports in preparing its Federal and State financial reporting. These reports shall be deemed the "Accounting per unit" for the purposes of commercial co-venture regulations. Restaurant and ACS shall each keep on file at their principal place of business the final accounting per unit until the date calculated by adding three years to the date ACS actually receives the final financial report from Restaurant and shall make such accounting available to state regulatory authorities upon request. ACS shall be responsible for further disbursements of funds received. Along with the financial report, Restaurant shall provide a catalogue of one (1) copy each of all collateral associated with the Promotion produced by Restaurant.

**3. 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 Airborne Express, email, or by fax with evidence of delivery to the addresses listed above. Please list alternative or additional addresses below.

If to Restaurant:	Duplicate copy to:
Name:	
Address:	
Fax:	
Email:	

**If to the ACS:**  
 American Cancer Society,  
 Inc.  
 Director, Cause-Related  
 Marketing  
 250 Williams Street  
 Atlanta, GA 30303-1002  
 Fax: 404-329-7985

American Cancer Society, Inc.  
 Office of Corporation Counsel  
 250 Williams Street  
 Atlanta, GA 30303-1002  
 FAX: 404-417-5808  
 Email:  
 LegalDepartment@cancer.org

**4. Counterparts and Signatures.** This Agreement may be executed in counterparts and forwarded by facsimile transmission by the parties, provided however, that duplicate original signature copies of this Agreement shall be kept on file by each party three (3) years beyond the expiration date of the Agreement. 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.