SPORTS CELEBRITIES SWEEPSTAKES FUNDRAISING CONTEST - CELEBRITY ENDORSEMENT AGREEMENT BETWEEN OUR SPORTS CELEBRITY AND THE MARKETING CONSULTANTS GROUP, LLC



# SPORTS CELEBRITIES SWEEPSTAKES FUNDRAISING CONTEST - CELEBRITY ENDORSEMENT AGREEMENT BETWEEN THE SPORTS CELEBRITY AND THE MARKETING CONSULTANTS GROUP, LLC

This Celebrity Sweepstakes Fundraising	Contest - Celebrit	ty Endorsement A	greement
("Agreement") is made effective as of		, by a	nd between the
	, by and between the (Date)		
Marketing Consultants Group, LLC of 23 U.S.A. (Mailing address: 101 S. Military	327 University Av	ve, Green Bay, Wi	sconsin 54302,
	of		,
(Celebrity Name)		(Street Add	ress)
(Mailing Address)	(City)	(State)	(Country)
WHEREAS, the Marketing Consuduly organized, validly existing, and in g	•		
The Marketing Consultants Group, LLC University Ave, Green Bay, Wisconsin 54303.			
WHEREAS,	of _		
WHEREAS, (Celebrity Name)		(Street Address)	
(Mailing Address)	(City)	(State)	(Country)
is a known Celebrity and Public Figure w to the Marketing Consultants Group, LLC			re commercial value
WHEREAS, the Marketing Consu	ultants Group, LL	C is desirous to ol	otain the right to use
the name, likeness, and endorsement of _		(2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	
		(Celebrity Name)	)
in connection with the promotion of the M Sweepstakes Fundraising Campaigns to h	_	-	•
(Name of Non-Profit)	·		

NOW THEEFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
and the Marketing Consultants Group, LLC agree (Celebrity Name)
as follows:
APPOINTMENT. The Marketing Consultants Group, LLC would like
''s assistance in promoting the Marketing Consultants
(Celebrity Name)
Group, LLC's Celebrity Sweepstakes to help raise money for select Non-Profit, namely for
Non-Profit
Non-Profit  (Non-Profit Name)
The Marketing Consultants Group, LLC hereby appoints
(Celebrity Name)
as its representative on a non-exclusive, non-employee basis to endorse their Services to Target Audience.
<b>TERM.</b> This Agreement will terminate automatically upon completion by
of the Services listed herein in Appendix A,
(Celebrity Name)
agreed to and required by this Agreement.
SERVICES. In connection with the appointment,
(Celebrity Name)
agrees to do the following:
I. That hereby authorizes and grants to the Marketing (Celebrity Name)
Consultants Group, LLC the right, license and interest to use this Endorsement in respect to the marketing, promotion, and advertising of the Marketing Consultants Group LLC's exclusive Celebrity Sweepstakes to raise money for select Non-Profit
(Non-Profit Name)

a. That the Marketing Consultants Group, LLC and _	
	(Celebrity Name)
hereby agrees that should(Celebrity Nan	be involved in any
(Celebrity Nan	ne)
sponsored promotion,	and his or her staff can
(Celebrity Name)	
participate in developing and sharing all promotional marketing of the Marketing Consultants Group, LLC' Consumer Friendly Marketing With THE WOW FAC	s exclusive Celebrity Sweepstakes and
for the select Non-Profit, namely	·
(Non-Profi	t Name)
b. any additional services agreed to by the parties and	as stated in APPENDIXES A,B,C and D,
<b>CONFIDENTIALITY.</b> Each party agrees that it will Confidential Information disclosed to it by the other p Agreement; and that it will take all reasonable measur Confidential Information of the other party in its posseless than the measures it uses to maintain the confident importance.	arty except as expressly permitted in this es to maintain the confidentiality of all ession or control, which will in no event be
COMPENSATION. In exchange for	's performance of
· ·	ebrity Name)
its promotional responsibilities, the Marketing Consul	tants Group, LLC agrees to pay
hy metho.	d of certified bank check or wire transfer
(Celebrity Name)	d of certified bank check of who transfer
within 15 days from the date of the completion of the	Marketing Consultants Group, LLC's
Celebrity Sweepstakes Fundraising Campaign for Nor	n-Profit
• 1	(Non-Profit Name)
INDEMNITY. The Marketing Consultants Group, LI	LC will release, defend, hold harmless, and
indemnify ag (Celebrity Name)	ainst all claims, losses, liabilities,
judgment, and settlements arising from or relating to t Services, or this Agreement. The Marketing Consultar	he endorsement of the Services, the
for all 1	reasonable expenses and costs incurred in
(Celebrity Name)	
defending	against any such claims, demands, causes
(Celebrity Name)	, , , , , , , , , , , , , , , , , , , ,

of action, or liability, including, but not lin	nited to, attorneys' fees.
(Celebrity Name)	_ will have the right to select counsel to defend
(Celebrity Name)	_ against all such claims, demands, or causes
	ultants Group, LLC' reasonable right of approval of any Group, LLC will incur any liability to indemnify and
reimburse(Celebrity Name)	for fees payable to such counsel. This

indemnification will survive termination of this Agreement.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party.

This notice shall describe with enough detail the nature of the default. The party receiving such notice shall have fifteen days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence,

orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the

address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### APPENDIX A – SCOPE OF SERVICES FOR CELEBRITIES

- Our Celebrities will provide exclusive time and attention to Grand Prize Winners at a
  predetermined time and location convenient to our Celebrity and his, her or their
  schedule.
- Our Celebrities will provide photo opportunities and or videos of their exclusive time together with our Grand Prize Winners
- Our Celebrities will make an effort during their normal course of activities to help promote, as agreed upon in advance, our Celebrity Sweepstakes on their social media accounts and on traditional media by posting pre-prepared collateral marketing materials so as to maximize the exposure to and results of each of our Celebrity Sweepstakes.
- Our Celebrities and their staffs and the Marketing Consultants Group, LLC and our staffs will mutually agree upon any and all collateral materials used to promote our Celebrity Sweepstakes.

•	OPTIONAL Our Celebrities will provide personal memorabilia that they would like to provide as a gift and/or make available to our Grand Prize Winners which would include:

## APPENDIX B – CELEBRITY RENUMERATION

- Our Celebrity will receive 10% of the gross proceeds from the Celebrity Sweepstakes.
- Normal expenses incurred by our Celebrity to fulfill the mutually agreed upon Scope Of Services of our Celebrity will be paid from the gross proceeds of the Celebrity Sweepstakes.
- Any and all expenses above and beyond normal expenses to fulfil the Scope Service to be performed by our Celebrity must be mutually agreed upon in advance of the endorsement agreement engagement.
- A simple expense report, along with receipts will be submitted until the Scope of Services is completed for each Celebrity Sweepstakes and a final accounting of each Celebrity Sweepstakes is completed.

 All payments for renumeration and expenses will be made by the independent Certified Public Accounting firm responsible for auditing results and making payments to our Celebrities and Non-Profits.

## APPENDIX C – GRAND PRIZE WINNER RENUMERATION

- The Grand Prize Winner will receive a package of exclusive mutually agreed upon by our Celebrities, their staffs and the Marketing Consultants Group, LLC
- At a minimum, each Grand Prize Winner will get to spend exclusive time with our Celebrities at a mutually agreed time and locations.
- Grand Prize Winners will receive a minimum of two (2) round-trip coach plane tickets and ground transportation from our Grand Prize Winner's home(s) to the mutually agreed upon Celebrity Sweepstakes destination city airport and hotel.
- Grand Prize Winners will receive two (2) nights hotel stay for two in the destination city.
- Grand Prize Winners will be required to authorize releases upon winning our Celebrity Sweepstakes in advance of receiving any of the Grand Prize Winner's winnings.
- All other gifts, prizes, photo, video, personalized memorabilia, etc. will be mutually agreed upon by our Celebrities and the Marketing Consultants Group, LLC and will be included in each Celebrity Sweepstake's Contest Rules.
- The Marketing Consultants Group, LLC will employ American Express Global Travel to provide comprehensive concierge travel services and travel reservations for Grand Prize Winners.

# APPENDIX D - MARKETING CONSULTANTS GROUP, LLC RENUMERATION

- The Marketing Consultants Group, LLC will receive 10% of the gross proceeds from the Celebrity Sweepstakes for managing and administering each Celebrity Sweepstakes.
- Normal expenses incurred by the Marketing Consultants Group, LLC for the managing and administration of the Celebrity Sweepstakes to fulfill the Scope Of Services will be paid from the gross proceeds of the Celebrity Sweepstakes.
- A simple expense report, along with receipts, will be submitted until the Scope of Services is completed for each Celebrity Sweepstakes and a final accounting of each Celebrity Sweepstakes is completed.
- All payments for renumeration and expenses will be made by the independent Certified Public Accounting firm responsible for auditing results and making payments to our Celebrities and Non-Profits.