



Participating Organization Application

Complete the following application AND attached co-venturer agreement (print or type) and send or bring it to your local Macy's store.

LOCAL MACY'S STORE: _____

ORGANIZATION NAME: _____

EMPLOYER IDENTIFICATION NUMBER (EIN) (must be 9 digits): _____

☐ **YES, we have 501c3 designation from the IRS. (please check)**

EXECUTIVE DIRECTOR: _____

PHONE: _____

E-MAIL: _____

BUSINESS ADDRESS: _____

(This is where ALL the information will be sent as needed.)

CITY: _____

STATE: _____

ZIP: _____

SHOPPING DAY CHAIRPERSON: _____

PHONE (DAY): _____

PHONE (EVENING): _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

NUMBER OF TICKETS REQUESTED (Min. 100): _____

☐ **YES, my organization is interested in providing in-store entertainment on Shop For A Cause Day.**

Please describe: _____

We understand that Macy's Shop For A Cause is a community-wide fundraising effort and event. Shopping passes may not be given away, discounted or reproduced. May not be mailed without contribution as specified.

Signed: _____

Print Name: _____



SHOP FOR A CAUSE COVENTURER AGREEMENT

This Coventurer Agreement ("Agreement") is made as of _____ by and between _____ (hereafter referred to as the "Organization") a charitable and not-for-profit corporation, having its offices at _____ and Macy's Corporate Marketing, a Division of Advertex Communications, Inc. ("Macy's"), on behalf of itself and its associated retailers, for the purpose of raising funds for the Organization by means of Macy's Shop for a Cause (the "Promotion").

1. The Promotion and the Organization's participation are described in the Participation Application form, which, as completed by the Organization, is attached and incorporated into this Agreement (the "Application").
2. Organization will participate at the Macy's location(s) identified in the Application on the date(s) specified ("Participating Stores" and "Promotional Period," respectively).
3. Within thirty (30) days after the Promotional Period each party will report to the other the funds raised; provided that in the Promotion, all funds due the Organization shall be raised by the Organization's sales of shopping passes and no additional funds shall flow to or through Macy's and no additional funds shall be due Organization.
4. The "Term" of this Agreement will be from the first date above until the thirty-first (31st) day after the end of the Promotional Period and thereafter neither part shall have any obligation to the other except with respect to regulatory compliance and any provision that expressly survives the Term.
5. The Organization hereby warrants and represents that it is a not-for-profit corporation organized and recognized under the laws of the United States and every other applicable jurisdiction, that it has full rights in and to its name, all as stated in the Application.
6. In the event that Macy's so requests, the Organization shall grant Macy's a limited, revocable, non-exclusive and non-transferable license to use the Organization's name and associated designs ("Organization Trademarks") in conjunction with the Promotion and Macy's hereby acknowledges the Organization's ownership of the Organization Trademarks and, except as specifically licensed herein, Macy's shall acquire no right, interest, or goodwill in the Organization Trademarks and Macy's shall not contest the validity of or the Organization's rights and interests in the Organization Trademarks.
7. Macy's name, trademarks and associated designs are hereinafter referred to as the "Macy's Trademarks" and Organization likewise acknowledges Macy's ownership of the Macy's Trademarks. No title to or ownership of Macy's Trademarks, or any part thereof, is hereby transferred to Organization. Organization agrees that its use of Macy's Trademarks shall inure to Macy's benefit and that, except as specifically permitted by Macy's in writing, Organization shall neither have any license to use any Macy's Trademarks nor acquire any right, interest, or goodwill in any Macy's Trademarks. Organization agrees not to contest the validity of Macy's interest in Macy's Trademarks.
8. Each party agrees that Macy's has the right to review and approve all Promotion material produced by or for the Organization. Organization has the right to approve only such material, if any, that uses any Organization Trademarks, which approval will not be unreasonably withheld. Each party agrees that if approval is neither granted nor denied within two (2) business days of receipt of material, approval will be deemed granted.
9. Promotion materials must fully and truthfully describe the Promotion. Macy's agrees that any solicitations made by Macy's on behalf of Organization in conjunction with the sale of goods or services will identify to the customer at point of solicitation: a) the actual quantity of net proceeds that will be contributed to Organization, b) the Promotional Period and, c) any maximum/minimum amounts to be contributed to Organization.
10. Organization and Macy's understand and agree that: (a) the parties are co-venturers solely with respect to the Promotion, (b) neither party (nor any of its employees or representatives), is authorized to act as an agents of the other, and (c) the Promotion will result in no cost or expense to either party unless expressly agreed in writing.
11. Each party represents that: (a) it will comply with all applicable federal, state and local laws and regulations (including but not limited to any requiring registration and/or approval) during the planning, promotion and conduct of the Promotion, and (b) all necessary insurance and requisite licenses and permits will be obtained and will be in full force during the Promotion. Specifically, Organization (on behalf of itself and, as



applicable, Macy's) shall make all requisite registrations and filings, and pay all associated fees as may be required pursuant to applicable law for jurisdictions in which the Organization is participating in the Promotion. Macy's shall be liable (to the extent Organization fails to comply with any such legal requirement applicable to Macy's) but Organization acknowledges that Macy's is relying on Organization to effectuate compliance on Macy's behalf and, to the extent required by applicable law, Macy's shall reimburse Organization, after invoice by Organization, only actual, reasonable out-of-pocket expenses incurred by Organization to effectuate such Macy's compliance, subject to Organization documenting such expenses to Macy's reasonable satisfaction.

12. Each party agrees to release the other and to defend, indemnify, and hold it harmless, together with its affiliated and related organizations and the officers, directors, employees, agents, and legal representatives of each, from and against any and all third party claims, losses, damages, costs and expenses, and liabilities of whatever kind or nature caused by, arising out of, or occurring in connection with (or claimed to have been so caused) any breach hereof and such indemnifying party's representations and warranties or any other act or omission of such party relating to the Promotion.

13. This Agreement is made in and shall be governed by the laws of the State of New York and all disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts sitting in the County of New York, State of New York. No failure to exercise, and no delay in exercising any right under or arising out of this Agreement shall operate as a waiver, nor will any partial exercise of any right preclude the exercise of any other right. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Agreement constitutes the sole agreement between the parties hereto with respect to the subject matter herein and no amendment, modification, or waiver of any of the terms and conditions hereof shall be valid unless in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Macy's Corporate Marketing, a Division
of Advertex Communications, Inc.**

Organization

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

