



HEALTH4HEROES SUPPORTER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between Health4Heroes, a Colorado Nonprofit Corporation (“**H4H**”) and _____ (the “**Supporter**”). Each of H4H and the Supporter is hereinafter referred to individually as a “**Party**” and together as the “**Parties**.”

WHEREAS, H4H is a Nonprofit Corporation with an established tax-exempt status under Internal Revenue Code (“**IRC**”) Section 501(c)(3) with a mission to promote and support healthy living for veterans and first responders (the “**Mission**”);

WHEREAS, H4H provides marketing and promotional services to currently operating businesses in Colorado (the “**Territory**”); and

WHEREAS, Supporter desires to engage H4H to promote and advertise Supporter’s business throughout the Territory to potential clients and customers.

NOW, THEREFORE, it is agreed, upon the exchange of mutual consideration, the adequacy and receipt of which is acknowledged by each of the parties hereto as follows:

1. Provisions of Services.

- A. Supporter hereby engages H4H to conduct and perform certain promotional and advertising services, programs and events, which may include the following advertising mediums: newsprint, radio, internet, event visibility, flyer distribution, signage, digital marketing, etc. (the “**Services**”).
- B. H4H will use reasonable efforts to perform the Services.
- C. Supporter acknowledges that H4H, in its sole discretion, shall select and, if H4H deems necessary, change, the various advertising mediums and strategies to be utilized in connection with the Services.
- D. Supporter acknowledges that H4H may provide the Services to businesses which may compete with Supporter.
- E. Supporter acknowledges that H4H in its sole discretion may also expand the Services into other geographic areas or the Services may reach potential clients and customers outside the Territory.
- F. Supporter acknowledges that Service Fees (as defined below) are considered a deductible advertising expense and not a charitable donation deduction.
- G. Supporter will obtain permission from H4H in advance of any press releases issued by Supporter relating to H4H and the Mission.

2. Intellectual Property.

- A. Supporter hereby grants H4H a limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to Supporter’s Intellectual Property (as defined below) to the extent necessary for H4H to perform the Services during the term of this Agreement.
- B. H4H hereby grants Supporter a limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to H4H’s Intellectual Property to the extent necessary for Supporter to advertise its support for H4H and the Mission during the term of this Agreement.

- C. The Parties agree to use the other Party’s Intellectual Property in accordance with any brand guidelines provided by the other Party. The Parties agree that (i) H4H reserves the right to disapprove any use of H4H’s Intellectual Property that is not in accordance with the brand guideline provided by H4H and (ii) the Partner shall remove such use of H4H’s Intellectual Property within 24-hours of H4H providing the notice of such disapproval, unless H4H provides another deadline in the notice.
- D. **“Intellectual Property”** means any and all trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source; original works of authorship and related copyrights and any other intangible property in which any party holds proprietary rights, title, interests, or protections, however arising, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

3. Disclaimers.

- A. Except as expressly set forth in this Agreement, each Party hereby disclaims, to the maximum extent allowed under applicable law, all warranties, express or implied, in connection with this Agreement (including the Services) or otherwise arising under or in connection with this Agreement, including without limitation any implied warranties of non-infringement, merchantability or fitness for a particular purpose, and any warranties that may arise from course of dealing, course of performance or usage of trade. H4H makes no promises or guarantees regarding any potential increase in Supporter business resulting from the Services.
- B. IN NO EVENT SHALL H4H BE LIABLE TO SUPPORTER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT H4H HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- C. IN NO EVENT SHALL H4H'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO H4H PURSUANT TO THIS AGREEMENT.

4. Service Fees. Supporter shall pay to H4H a fee (the **“Service Fee”**) as indicated below.

PARTNERSHIP LEVELS	ANNUAL PAYMENT OPTION	MONTHLY PAYMENT OPTION
BRONZE	<input type="checkbox"/> \$1,000 Due At Signing (\$83.33/Month)	<input type="checkbox"/> \$100 Due Each Month, for 12 Months
SILVER	<input type="checkbox"/> \$2,000 Due At Signing (\$166.67/Month)	<input type="checkbox"/> \$200 Due Each Month, for 12 Months

- A. Monthly payments are due on the 15th of every month for the Services to be performed during the following month. For example, for Services provided starting on February 1st,

Supporter shall provide the monthly payment by January 15th.

5. Term. The Services will begin on the 1st of _____, 202_, through the last day of _____, 202_. Thereafter, the Services will continue on a month to month until (i) such time as a new agreement is signed or (ii) the last day of the month on which Supporter notifies H4H in writing of its intention to terminate the Agreement. The Services may be renewed, if acceptable to H4H and Supporter on such terms as they may agree. In addition, H4H reserves the right to terminate the Services or this Agreement if any monthly payment is 60 days past due.

6. Assignment. Supporter shall not assign any of its rights hereunder without the prior written consent of H4H, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be null and void.

7. Severability. Should any provision of this Agreement be finally determined to contravene any applicable law or governmental regulation, such provision shall be automatically terminated and performance thereof by both parties shall be waived to the extent of such contravention. Should such provision be considered in good faith by either Party to be an essential element of this Agreement, the Parties hereto agree to negotiate a new, applicable provision in good faith.

8. Relationship. The relationship among the Parties under this Agreement is that of independent contractors. Nothing contained in this Agreement or otherwise shall be construed to constitute or create a partnership, agency relationship, or joint venture between them. No Party has the power or authority to act on behalf of any other Party.

9. Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties or their respective successors or assignees, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. Amendment and Waivers. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument referencing this Agreement and signed by the Parties.

11. Notices. Any notice given under this Agreement shall be in writing and shall be deemed given on the earliest of the date the same is: (a) personally delivered, with receipt acknowledged; (b) sent by email, provided the transmission is confirmed in writing; or (c) actually received after being mailed by registered or certified mail, postage prepaid, return receipt requested, or by any overnight delivery service which delivers to the noticed destination and provides proof of delivery to sender.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to any choice of law provisions thereof Any dispute shall be brought exclusively in the state and federal courts located in Denver, Colorado.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

14. Counterparts. This Agreement may be executed, including by digital or electronic signature, in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the day and year first above written, and shall be binding upon the undersigned, their successors in interest, personal representatives, heirs and assigns.

Health4Heroes
a Colorado NonProfit Corporation

SUPPORTER'S NAME

By: _____
Name: Nicholas Dunagan
Title: President & CEO

By: _____
Name: _____
Title: _____