



Together, anything's possible.



CHARITY PARTICIPATION AGREEMENT

THIS CHARITY PARTICIPATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 20____, by and between PGA TOUR, Inc., a 501(c)(6) corporation organized under the laws of the State of Maryland (“**TOUR**”), and _____, a 501(c)(3) corporation organized under the laws of the State of _____ with Federal Taxpayer Identification Number (EIN) _____ (“**Charity**”).

BACKGROUND

- A. TOUR is the organization of professional tournament golfers that co-sponsors, sanctions and administers the series of professional golf tournaments known as the PGA TOUR.
- B. TOUR operates a certain professional golf tournament on the PGA TOUR entitled the Northern Trust Open (the “**Tournament**”).
- C. TOUR operates a ticket sales program whereby local charitable organizations may generate revenue as a result of consumer purchases of certain tickets to the Tournament (the “**Program**”).
- D. Charity desires to participate in the Program pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUR and Charity agree as follows:

1. **TERM.** The term of this Agreement (the “**Term**”) shall commence upon full signature of this Agreement by the parties and terminate thirty (30) days following conclusion of the Tournament in 2012, which is scheduled to be conducted February 13-19, 2012 at Riviera Country Club. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party.

2. THE PROGRAM.

2.1 **Ticket Sales.** Upon signature of this Agreement by the parties, TOUR will provide Charity with ticket order forms. Charity may sell tickets for the prices indicated on such order forms and fully complete an order form for each consumer who purchases tickets from Charity. Charity shall collect payment in full for each order when completing the ticket order form, with payment in full therefor made payable directly to Charity. TOUR will provide Charity with proof of purchase receipts for provision to consumers who purchase tickets. TOUR shall set the prices for each ticket, and in no event shall Charity sell any ticket for any price other than the amount specified by TOUR. Charity will take in the proceeds from each sale. In the event of a sell-out, TOUR shall promptly notify Charity, and Charity shall thereafter cease all further ticket sales hereunder.

2.2 **Ticket Terms.** Charity acknowledges and agrees that TOUR shall determine the dates of availability and price of the tickets, assign a specific level of access to the Tournament provided by such tickets, and determine any and all policies applicable to such ticket sales. All ticket sales are non-refundable and subject to availability and all rules and regulations established by TOUR governing access to the Tournament (see <http://www.pgatour.com/company/ticketterms> for ticket terms and conditions). Charity further acknowledges that not all tickets and hospitality sales to the Tournament shall be subject to the Program. TOUR will designate the particular tickets that are subject to the Program. Charity acknowledges TOUR’s right to the consumer information collected by Charity in connection with ticket sales hereunder.

2.3 **Reporting & Payment.** Unless otherwise directed by TOUR in writing, on each of November 18, 2011, January 6, 2012 and February 6, 2012, Charity shall submit a report to TOUR, in a format provided by TOUR, identifying the number and type of tickets sold by Charity as of such date, even if such report indicates no sales. Contemporaneously with providing such report, Charity shall (a) forward the completed ticket order forms corresponding to such sales to TOUR and (b) remit payment to **Los Angeles Junior Chamber of Commerce Charity Foundation (“LAJCC”)** at 244 South San Pedro Street, Suite 200, Los Angeles, California 90012, Attn: Allison DeLeon, (213) 680-8007, in the amount of twenty percent (20%) of the ticket sales made by Charity as of such date. Beginning

February 6, 2012, Charity may provide the report and completed ticket order forms to TOUR, provide the twenty percent (20%) payment for tickets to LAJCC, and then stop by the Tournament office and/or Will Call (as specified by TOUR) to pick up the corresponding number of tickets (Tournament office is located at 1250 Capri Drive, Pacific Palisades, California 90272, (310) 573-5810). Charity shall submit a final report identifying all sales by Charity hereunder on February 6, 2012, even if such report indicates no sales. TOUR shall verify LAJCC has received applicable payments from Charity prior to releasing any tickets to Charity. Charity acknowledges and agrees that TOUR makes no representation that Charity will be able to sell any particular number of tickets nor receive any particular level of contribution from TOUR as a result of this Agreement. Charity is solely responsible for making applicable disclosures to consumers as required by law in connection with Charity's solicitation of Tournament ticket sales for charitable purposes.

2.4 Ticket Distribution. On each of November 25, 2011 and January 13, 2012, provided Charity has complied with the requirements in Section 2.3, TOUR will ship tickets to Charity corresponding to the ticket sales made by Charity as of such dates, respectively. Beginning February 6, 2012, Charity will be able to pick up tickets at the Tournament office and/or Will Call, as discussed in Section 2.3. Charity shall be solely responsible for forwarding such tickets to the applicable consumers. In no event shall TOUR provide tickets to Charity unless TOUR has received corresponding ticket orders therefor and verified that LAJCC has received payment pursuant to the terms of this Agreement.

2.5 Reservation of Right to Restructure Program. Notwithstanding the foregoing, TOUR reserves the right to restructure the Program such that tickets are sold to consumers online, rather than directly by the charities participating in the Program, with consumers specifying a unique code to indicate to which charity the consumer wants TOUR to contribute (or cause to be contributed) eighty percent (80%) of the revenue from the ticket purchase under the Program (with the other twenty percent (20%) being directed to LAJCC). If TOUR so restructures the Program, TOUR will cause the total contribution to participating charities under the Program to be distributed within sixty (60) days of conclusion of the Tournament. If Charity desires to continue participating in the Program following TOUR's restructure as described in this Section 2.5, Charity will execute an Amendment to this Agreement provided by TOUR detailing the new procedures as restructured. Alternatively, TOUR may provide notice of termination of this Agreement as contemplated in Section 1.

3. MARKS. Subject to approval of the title sponsor of the Tournament (*i.e.*, Northern Trust), Charity shall be granted the right to use the name of the Tournament (*i.e.*, Northern Trust Open) and the name of the Program (*i.e.*, TICKETS Fore CHARITY™) solely in conjunction with its efforts to generate ticket sales to the Tournament pursuant to this Agreement. Charity's use of the Tournament and Program names shall be strictly limited to promotion of the availability and the sale of tickets and shall at all times be subject to the prior written approval of TOUR in each instance. In all communications with consumers by Charity related to the Program, Charity shall ensure that consumers are notified that such ticket sales are not tax deductible as a charitable contribution for the consumer. Charity shall not imply or infer an affiliation or association with TOUR, the Tournament or the Program other than as a charitable recipient of the Program at the Tournament. TOUR shall provide Charity with a limited amount of marketing and promotional material and content (the "**Toolkit**") for Charity's use in connection with the Program. Charity shall not use any other marketing or promotional material or content that utilizes the Tournament logo (or the TICKETS Fore CHARITY logo), including on any website, without TOUR's prior written approval in each instance. Neither shall Charity disassemble, parcel or separate the material within the Toolkit (*e.g.*, copy/cut/repurpose logos or photos). Upon request by TOUR upon termination or expiration of the Term, Charity shall return to TOUR and/or certify the destruction of the Toolkit.

4. REPRESENTATIONS AND WARRANTIES. Charity is and shall remain throughout the Term of this Agreement a United States 501(c)(3) entity, duly formed, validly existing and in good standing under the laws of the state in which it is organized, and is qualified to do business in all jurisdictions in which the nature of its business or assets would so require. Charity, including the individual signing below on behalf of Charity, has full power and authority to enter into and perform this Agreement, including payment to LAJCC as contemplated in Section 2.3. The execution and delivery of this Agreement by Charity and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement constitutes a legal, valid and binding agreement of Charity and is enforceable against Charity in accordance with its terms. Charity agrees that it and any employees, agents or contractors it may employ or utilize shall comply with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority and with any rules or regulations promulgated by TOUR in connection with the Program.

5. **INDEMNIFICATION.** Charity covenants and agrees to indemnify and hold TOUR and its respective officers, directors, employees, affiliated entities, and sponsors (and their respective officers, directors and employees) (collectively, the “**TOUR Indemnities**”) harmless from and against any and all losses, claims, damages, expenses, judgments, awards, petitions, demands or liabilities (including without limitation reasonable counsel fees whether incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings), joint or several, to which any of TOUR Indemnities may become subject (collectively, “**Claims**”) arising out of or in connection with (a) Charity’s breach of its obligations under this Agreement, (b) the negligence or willful misconduct by Charity or its officers, directors, employees, contractors or agents in connection with the performance of Charity’s obligations under this Agreement, except to the extent that any such Claim arises from the negligence or willful misconduct of TOUR, and/or (c) any aspect of the development, implementation, promotion, and operation of a sweepstakes, raffle or contest related to this Agreement or the Program, including without limitation, any claim asserted by any governmental or regulatory entity related thereto. TOUR will notify Charity promptly upon receipt of notice of any such Claim, and Charity will assume responsibility for the defense thereof on behalf of the appropriate TOUR Indemnitee at Charity’s sole cost and expense. This indemnity shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written

PGA TOUR, INC.

CHARITY

By: _____
Leonard D. Brown, Jr.
Senior Vice President & General Counsel

By: _____
Print Name: _____
Print Title: _____