



SMILE FOR THE CAUSE

**PO BOX 489 Tennent, NJ 07763**

**O: 954.817.6742**

**www.smilepink.com**

**Smile Pink, LLC Participation Contract**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Eve. Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

THIS CONTRACT is made between **Smile Pink, LLC**, and the above identified person (hereafter "Dentist").

**RECITALS:**

Smile Pink, LLC is providing an opportunity to the DENTIST identified above through marketing and fundraising activities. During the presentation of the fundraising 100% of donations acquired through Dental Practices and various supporters will be forwarded to The Breast Cancer Research Foundation ® c/o Smile Pink, LLC. The initial \$795 fee is acquired for marketing materials (Provided by Smile Pink, LLC). DENTIST will be exposed to private information from Smile Pink, LLC. Because the parties are mutually benefited by the fundraising, marketing activities, and the sharing of the information, it is necessary for the parties to formalize the duties and responsibilities of the parties as further outlined in this Participation Contract.

**TERMS:**

1. **Covenant Not to Disclose.** The DENTIST covenants not to disclose to any other party the information received from this program in any form. Printed materials are not to be copied, nor are they to be shared with non-participants. Stated another way, the DENTIST will ensure that the information is kept confidential and secret whether a copyright notice or symbol appears on the document or not. Further, any documents or notes created by the dentist while participating or when using information from the marketing program will likewise be protected from unauthorized disclosure. Any variance from this covenant must be obtained in advance from Smile Pink,LLC in writing. The DENTIST further covenants not to disclose to any other person or business entity, sources or suppliers, identified during the marketing program.

2. **Covenant Not to Compete.** The DENTIST covenants that he/she will not enter into any business relationship or otherwise disclose or participate in a competition against **Smile Pink,LLC** and its divisions or subsidiaries for a period of 3 (three) years following the program in which the DENTIST enrolls whether or not the program is completed by the DENTIST or Smile Pink,LLC. The DENTIST agrees not to attempt in any way to circumvent the provisions of this Participation Contract, and assumes full liability for any and all damages resulting from and intentional or negligent breach of the covenants and other terms of this Participation Agreement.

3. **Attorney Fees.** In the event of breach of the terms and covenants of this contract, the DENTIST shall be required to pay all of Smile Pink, LLC attorney fees and related costs incident to litigation or other resolution (i.e., mediation or arbitration) of the breach expended by Smile Pink, LLC whether the case is finally litigated or not.

4. **Liability Waiver.** The DENTIST hereby acknowledges that the activities contemplated by the program while participating and after the program in using the techniques and information from the program could constitute marketing activities. Having this fully in mind, the DENTIST hereby waives any claim(s) against Smile Pink, LLC or any of the methods used by Smile Pink, LLC in the program. The DENTIST agrees to hold Smile Pink, LLC harmless in the event the DENTIST is sued or prosecuted for information obtain from Smile Pink, LLC or any of its representatives. Further, the DENTIST waives any personal claims against Smile Pink, LLC for any activity conducted by Smile Pink, LLC incident to the marketing program activity. These waivers of liability are binding upon the heirs and assigns of the DENTIST.

5. **Identification of the DENTIST:** The DENTIST agreed to provide to Smile Pink, LLC simultaneously with the execution of this contract, one of the following: a valid Dental License in the practicing state to satisfy Smile Pink, LLC that the DENTIST is eligible to practice and is a "U.S. Person" as defined by the International Traffic in Arms Regulations (ITAR).

6. **Certification of Readiness.** The DENTIST hereby certifies that he/she has read the Smile Pink, LLC contract. Also the participating DENTIST has first right of refusal for a Smile Pink,LLC seat next year.

7. **Termination of Participation.** Smile Pink, LLC reserves the right to eject the DENTIST from the marketing program for just cause. Just cause includes misrepresentation by the DENTIST, misconduct by the DENTIST that threatens the life or property of another or in any way jeopardizes Smile Pink, LLC or its licensing in any way. Jeopardy to Smile Pink, LLC includes any breach of this agreement. The terms of this paragraph are not limited to the foregoing discussion, but include all indications of just cause.

8. **Non-affiliation Certification.** The DENTIST hereby certifies that he/she is not affiliated with any other Breast Cancer Marketing Company unless exempted in writing by Smile Pink.

9. **Miscellaneous.** Smile Pink, LLC may terminate the marketing program at any time with just cause by the DENTIST and the DENTIST will have forfeited any funds paid for the marketing program. In its sole discretion, Smile Pink, LLC may choose to refund a portion or all of the funds paid by the DENTIST. In the event the marketing program is terminated by Smile Pink, LLC or the DENTIST is ejected from the marketing program, the terms and conditions of this Participation Contract shall be binding upon Smile Pink, LLC, the DENTIST and the heirs and/or assigns of the DENTIST.

10. **Integration Clause.** The DENTIST and Smile Pink, LLC acknowledge that the terms of this Contract constitute the entire agreement of the parties and that there are no other terms which have been agreed to unless they are in a writing signed by BOTH parties to this Participation Contract.

11. **100% of the Donations:** The Breast Cancer Research Foundation ® (BCRF) is the beneficiary charity of the **Smile Pink** and is aware that this event, benefiting BCRF®®, is taking place during the months of September through the end of October. BCRF® cannot endorse the event, as the event is being run independently by an outside third party. A donation is expected to be remitted to BCRF by **November 1<sup>st</sup>**. The Breast Cancer Research Foundation ® is not liable for any wrong-doings or misrepresentations on the part of the vendors or event organizers associated with the aforementioned event. BCRF® is not responsible for ticket sales or other administrative aspects of the third party events. Only the event organizers (Smile Pink, LLC) are permitted to use The Breast Cancer Research Foundation® name and logo. In no way is any outside vendor permitted to use The Breast Cancer Research Foundation® name and logo. Event organizers must submit all copy that refers to BCRF®, whether by name, for approval, not to be unreasonably withheld, before such materials are sent or conveyed to the public in any way.

We respectfully request that you indicate your agreement by authorized signature on this document. We look forward to a successful and mutually prosperous relationship as we work together to raise funds for lifesaving research.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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The "DENTIST"

Smile Pink, LLC

by:

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its: Operations Manager

Rev.