

**RAISING CANE'S  
FUNDRAISING AGREEMENT**

This Fundraising Agreement (the "**Agreement**") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Sponsor (as defined below) and Organization (as defined below), provides as follows.

**RECITALS**

**WHEREAS**, this Agreement relates to the following:

**Sponsor:** Raising Cane's Restaurants, L.L.C., a Louisiana limited liability company, unless the following blank is completed: \_\_\_\_\_

**Organization:**

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

EIN: \_\_\_\_\_

[ ]: check here if Organization is a non-profit organization that has been granted tax-exempt status by the Internal Revenue Service under applicable provisions of the Internal Revenue Code

**Event:** \_\_\_\_\_

**Event Period (date and time of Event):** \_\_\_\_\_

**Event Location:**

Restaurant Name/Number: \_\_\_\_\_

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

(street)

(city)

(state)

**WHEREAS**, Sponsor has initiated a fundraising program (the "**Fundraising Program**"), whereby certain organizations may schedule and promote fundraising events at specified times at a participating Sponsor restaurant, and, in connection therewith, the participating Sponsor restaurant has agreed to donate to the related organization fifteen (15%) percent of the Net Sales received by the participating Sponsor restaurant during the fundraising event; provided, however, such Net Sales shall include only those sales to customers who advise the participating Sponsor restaurant's crewmembers at the time of purchase that their purchase is in support of the organization; promoting the fundraiser on the premises during the fundraising period is prohibited and failure to adhere to these rules can result in forfeiture of fundraising time period and funds; and

**WHEREAS**, for purposes hereof, the term "**Net Sales**" means the selling price of all food and merchandise sold and shall include sales for cash or credit, regardless of collections in the case of the latter, but shall exclude returns, discounts (including but not limited to any discounts related to coupons and/or promotions), and the amount of any city, county, state, or federal sales, luxury or excise tax on such sales which is both added to the selling price and paid to the applicable taxing authority by the related restaurant.

**WHEREAS**, the Event is being held in connection with the Fundraising Program; and

**WHEREAS**, the Event, the Organization's participation in the Fundraising Program, and the Donation (as defined below) are subject to, and conditioned on, the parties execution and agreement to be bound by the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and the agreements hereinafter set forth, the parties agree as follows:

1. **Recitals.** The RECITALS set forth above are incorporated into this Agreement and made a part hereof as if fully set forth herein.

2. **Donation.** Sponsor hereby agrees to donate to the Organization fifteen (15%) percent of the amount of the Net Sales received by Sponsor at the Event Location during the Event Period (the “**Donation**”); provided, however, such Net Sales (the “**Organization’s Net Sales**”) shall include only those sales by Sponsor at the Event Location during the Event Period to customers who advise the Sponsor’s crewmembers at the time of purchase that their purchases are in support of the Organization (such customers being the “**Organization’s Guests**”). Sponsor agrees to make the Donation to the Organization within a reasonable period of time after Sponsor verifies the Organization’s Net Sales amount in accordance with its customary business practices.

3. **Release.** The Organization does hereby, on behalf of itself and its successors, waive, release and discharge Sponsor, its affiliates and related companies, including but not limited to Raising Cane’s Restaurants, L.L.C., a Louisiana limited liability company, Raising Cane’s USA, L.L.C., a Louisiana limited liability company, and Raising Cane’s Franchising, L.L.C., a Louisiana limited liability company, and their respective officers, directors, managers, members, shareholders, agents, representatives, employees, affiliates, contractors, insurers and their respective successors and assigns (collectively, hereinafter referred to as the “**Sponsor Released Parties**”), from any and all claims, demands, causes of actions, damages, and losses, and all costs relating thereto, including without limitation, attorneys’ fees, relating in any way whatsoever to the Event, the Organization’s participation in the Fundraising Program, and the Organization’s receipt, use and enjoyment of the Donation, including any such claims, demands, causes of actions, damages and losses for personal injury, death or property damage, whether caused in whole or in part by the negligence or fault of any of the Sponsor Released Parties or otherwise. The Organization hereby covenants and agrees for itself and its successors that it will not make any claim or institute any suit or action at law or in equity for bodily injury, death or property damage against any of the Sponsor Released Parties for any such claims.

4. **Use of Name, Likeness, Etc. for Promotional Purposes.** The Organization agrees that Sponsor and its designee(s) shall have the right (but not the obligation) to use the Organization’s name, likeness, address, and other information, together with any photographs, logos, marks, videos, and/or audio recordings relating thereto, in any and all media (including but not limited to television, internet and printed media) in order to promote the Event and/or the Organization’s participation in the Fundraising Programs at no charge to Sponsor or its designee(s) and without further permission for use or notice to the Organization.

Thus done and signed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

SPONSOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORGANIZATION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_