

## Chief Executive Officer's Report

Shannon Greene, November 2023

Board Membership: Heartfelt thanks to Ben Logsdon, whose board term ends December 31<sup>st</sup>. Ben has seen us through the parking lot, HVAC crisis, leaking roofs and windows, House refresh, kitchen remodel and has gotten us off to a great start with expansion exploration. Whew! Ben has graciously agreed to continue to serve on the Facilities Committee.

Jim Von Maur has expressed interest in joining our board and has submitted his application. Exec will be discussing and taking to full board for a vote.

2024: Next year is the 50<sup>th</sup> anniversary of the RMHC system. Hanna, Heather and I will be attending the International Conference and official celebration in Chicago in late July.

Connections: Please continue to share suggestions of folks in your circles who may be good contacts and wish to support our mission. Thank you to those who have already made introductions for me.

### 2023 RMH Census

Month	Average Occupancy	# Guest Families	# Family Nights	Avg. Length of Stay
January	97.58%	55	847	15.4
February	98.19%	59	759	12.86
March	95.49%	62	889	14.34
April	90.60%	71	829	11.68
May	94.87%	71	906	12.76
June	92.37%	85	859	10.11
July	97.09%	66	933	14.14
August	95.21%	75	915	12.2
September	93.87%	70	873	12.47
October	95.11%	73	914	12.52
November				
December				
YTD	95.04%	687	8724	12.8

## House Snapshot—fun facts from a random day at RMH (11/3/23)

- ♥ Today we have 63 adults and 9 children in the House.
- ♥ One patient is 22 years old. She turned 22 while staying with us and Global allows us to let them finish their stay, even though she is outside the usual 0-21 years old range.
- ♥ After speaking at a local church last month, they called today to schedule two tours and are interested in supporting our families with meals.
- ♥ Tonight's meal is a donation from Texas Roadhouse, complete with the buns!
- ♥ Only one family on the waitlist today.
- ♥ The Meurer Family stopped by today. They stayed with us when their son, Brian, was in the hospital. Brian is known for his love of ducks, and left this basket today for the other families:



## Ronald McDonald House Facilities

- Ben, Hanna and I had our first meeting with the architect last Friday. We brainstormed needs, shared examples from other chapters, and provided building plans so their firm can start putting something together.
- Thanks to Hanna's leadership, the power outage on Sunday, Oct. 29<sup>th</sup> went smoothly. The University had notified us in advance that they had to shut off our electricity while they hooked it up for the new wrestling facility. The power was off 2 ½ hours, and we were ready with generators if there had been any additional issues. Guest disruption was minimal.
- We are having trouble finding someone to repair a torn leather recliner that is part of a set in one of our suites. If any board member knows of an upholstery repair business, please share.

Michael Eye from Ethan Allen provided a couple suggestions, but they are booked out over a year.

**Ronald McDonald Family Room at UI Stead Family Children’s Hospital**

<b>UISFCH</b>	<b>Total Visits</b>	<b>Avg. Daily Visits</b>	<b>New Registrations</b>	<b>Sleep Room Overnights</b>	<b>New Patient Families Served</b>
<b>Jan.</b>	906	29.2	114		76
<b>Feb.</b>	666	23.7	88		57
<b>Mar</b>	643	20.7	108		77
<b>Apr</b>	791	26.4	114		68
<b>May</b>	875	28.2	171	4	84
<b>Jun</b>	1046	34.8	171	22	71
<b>Jul</b>	1102	35.5	163	9	55
<b>Aug</b>	1534	49.4	234	11	76
<b>Sept</b>	1239	41.3	221	7	84
<b>Oct</b>	1423	45.9	227	9	88
<b>Nov</b>					
<b>Dec</b>					
<b>Total</b>	10225	33.5	1611	62	736

**Ronald McDonald Family Room at UnityPoint Health-St. Luke's**

<b>SLFR</b>	<b>Total Visits</b>	<b>Ave. Daily Visits</b>	<b>New Registrations</b>	<b>Sleep Room Nights</b>	<b>New Patients/Families Served</b>
Jan-23	616	19.8	120	50	63
Feb.	672	24	117	59	61
Mar	897	28.9	121	72	55
Apr	876	29.2	129	57	62
May	589	19	102	52	52
Jun	451	15	90	65	48
Jul	861	27	87	85	48
Aug	861	27	126	90	57
Sept	900	30	113	51	54
Oct	1036	22	115	83	58
Nov					
Dec					
<b>Total</b>	<b>7759</b>	<b>24.2</b>	<b>1120</b>	<b>644</b>	<b>558</b>

**Finance**

- Met with Finance Committee to review first draft of 2024 budget. Significant costs for next year include Kitchen Coordinator position, higher food costs, and contract with Wolf Technologies for new IT system.

**Fundraising and Marketing**

**Marketing**

- The Cedar Rapids marketing campaign continues to grow with rotating billboards, digital campaign, and social campaign. September reports 140,000 impressions on Google Ads and 174,813 impressions and 41,824 reach on Social Media ads.
- The Dubuque marketing committee is planning a Halloween theme event at the Dubuque Masonic Temple on October 12, 2024.
- The Cedar Rapids marketing committee is focusing on small high-level events for 2024 targeting key community members to build engagement and awareness in the market.
- McDonald's stores will be doing the Giving Tree promotion again this year. Each year thousands of items are collected for RMHC-EIWI to stock our shelves.
- February will be the Give a Little Love campaign with McDonald's stores in conjunction with RMHC of Central Illinois. \$1, \$2, and \$5 hearts will be sold at participating McDonald's stores.

- 1800-Teeshirts is our new welcome bag sponsor. The owners, Tom and Amanda Rauen from Dubuque, are an alumni family. They will be providing branded bags for families as they check in (this program was formally through a partnership with Global and 31 bags.) We fill these bags with goodies from blankets and snacks to activities and toiletries.

## **Events**

- This year is the 40<sup>th</sup> anniversary of the Red Shoe Run to be held on Sunday May 5.
- The Fore the Families Golf Outing will take place on June 3, 2024.
- The Cedar Rapids Bubble Walk will take place on June 15, 2024.



September 14, 2023 Meeting Minutes  
MidwestOne Bank Board Room

Attending: Brent Hawkins, Jamie Henderson (remote), Seth Friedman, Dennis Gendron, Ben Logsdon, Dave Phillips, Scott Soifer, Janine Petitgout, Emily Spellman, Ian Russell (remote), Josh Rasmusson, Matt Traetow, Jennifer Erdahl.

Not present: Kevin Murphy, Evan Diehl

3:06 – Brent Hawkins called meeting to order and welcomed everyone

Consent Agenda

- Approval of Minutes
- Committee Reports – Recap

Motion to approve consent agenda:

Seth Friedman\_ 2<sup>nd</sup>.Matt Traetow \_ . All in favor. Motion Passed

Mission Moment: Shannon Greene

Shannon shared that at RMHC conference one of the takeaways is to have a mission moment at board meetings so that we keep the mission at the heart of all we do. Shannon shared a family story from an international family staying with us.

Active Agenda

- Status of Rochester name change: Shannon Greene
  - a. The new name has not been announced yet for the RMHC of the Midwest: Iowa, Wisconsin and Minnesota. Global is working with the Rochester chapter to determine final arrangements and roll out.
- NICU Partnership: Shannon Greene & Emily Spellman
  - a. Emily organized a meeting between RMHC and the NICU nursing leadership team at UI to share their experiences and thoughts and hear what is happening in the future of RMHC.
    - i. Issues addressed: how can we better serve NICU families since they are up to 60% of our families at a given time.

- ii. Immediate takeaways are to create comfort kits for NICU parents especially for the families in the original NICU hospital units.

#### Budget & Finance Update

- General Update: Dennis Gendron
  - a. Our investments continue to grow and we continue to get large estates and donations. Dennis expressed that he is more confident that we are in a better position financially to manage an expansion.
- Financial Metrics Report: Shannon Greene
  - a. RMHC Global creates the financial metrics graph to determine how we are doing against best practice. As you can see from the year over year, we continue to improve and follow best practices.
- In-kind donations: ground beef & Amazon: Shannon Greene
  - a. We received a donation of 600 pounds of ground beef.
  - b. We are now connected with the Amazon Warehouse/Fulfillment center. We can send them lists of what we need and they will send any overage.
- Von Maur gift status: Shannon Greene
  - a. Working on finding a time for Jim Von Maur to come back to the House to further discuss the recreation project.

#### Facilities

- Expansion discussion: Ben Logsdon
  - update from Ben on architects and expansion
    - Shannon and Ben met with 2 architectural firms that are good fits for what we need for expansion and backyard renovation. Goal will be to develop a master plan including where we can put an addition. We need to determine where an addition will go so the renovations to the backyard space with the Von Maur gift are in coordination with the future expansion.
    - Next steps will be to take the options to the facilities committee for recommendation with the board.
    - Scott suggested we have the results from Global on recommendations before picking a firm to ensure that we have the best fit for all of our needs.
    - Josh indicated that he has worked with ASK Studio and highly recommends their work.
    - There was discussion around NICU focused wing vs Long Term Stay wing in marketing and design.

#### Development

- Marketing update: Heather Croskrey

- Update from Heather – marketing campaigns in Cedar Rapids and Dubuque
  - Dubuque marketing committee is meeting monthly and focused on building awareness of our support of Dubuque families
  - Earn Your Stripes campaign is launching with business leaders. The goal is to raise awareness and increase donations.
  - Cedar Rapids marketing committee is currently focused on the Halloween ball. After October we will pivot to awareness building and finding corporate funding.
- Halloween Ball in Cedar Rapids, Sunday, October 29<sup>th</sup>
- As we are looking at expansion and building a capital campaign, we need board help to identify resourced connections in the community who may could be supportive of our mission and future goals. We will send out a short list of possible companies/people. We request help in connecting us.

Board Action Items:

- 2<sup>nd</sup> vote for bylaw change: Brent Hawkins

Motion for second vote to approve the change to the bylaws to eliminate the required one-year absence between board terms for McDonald's and Hospital representatives. Ben Logsdon 2<sup>nd</sup>. Seth Friedman All in favor. Motion Passed

- Creation of expansion subcommittee: Brent Hawkins
  - BOD members who expressed interest in serving on this committee: Dennis, Seth, Jamie, Ben, Dave, Matt expressed interest.
- Reminder: board donations need to be in by year end

**Adjourn 4:17 pm**



**RMHC-EIWI Facilities Committee**  
**09/21/2023 | 2:00p-2:45p**

Attendance: Michael Eye, Shannon Greene, Ryan Holst, Hanna Zevenbergen, Brian Klinger, Ben Logsdon

**Expansion** – Determining between ASK Studio and Solum-Lang for architecture services.

**HVAC** – past improvements working well but remaining concerns about old plumbing and physical layout in mechanical room. AAA Mechanical was onsite in late April—putting together a quote and priority timeline for remaining needs.

**Kitchen Remodel** – Jo Co Public Health inspection has not happened yet.

**Furniture Project** – Hanna completed a final walkthrough and inventory of each guest room. Final touches needed include artwork, lamps, touch up paint, etc.

**Fire Suppression System** – quote for new system is at \$205,655.00 from Midwest Alarms. Hawkeye Communication's has not provided a quote yet. Hanna gathering additional information from vendor to determine urgency, process, and any potential interruption to operations.

**Tempur Pedic Mattresses** – All stored mattresses have been put to use. An order will be submitted to Global RMHC for our next year's donation for additional back up mattresses.

**Follow Up Items** – Hanna to coordinate Amazon donated items.

## RMHC-EIWI Facilities Committee Meeting Minutes 10/19/2023

Attendance: Hanna Zevenbergen, Matt Traetow, Brian Harry, Ben Logsdon, Ryan Holst

**Power Outage** – Engie is completing the electrical work for the new Wrestling facility and in order to finish the project, the power must be turned off at RMH and Hope Lodge. This will occur on 10/29 from 8a-12p. Engie will provide generators as needed. They envision the power to be out less than 4 hours.

**Smoke Alarms** – The House has had 3 faulty smoke alarms in 3 guest rooms resulting in multiple fire alarms. Midwest Alarms is addressing the issue.

**Building Overhang/Awning Damage** – 3 buses have hit the overhang on the House and 1 took the trim off of the building. We will be making necessary repairs. Signage is posted with the clearance height. Hanna to connect with Corridor Construction to determine if overhang is structurally sound.

**HVAC**—past improvements working well but remaining concerns about old plumbing and physical layout in mechanical room. AAA Mechanical was onsite in late April—putting together a quote and priority timeline for remaining needs.

**Kitchen Remodel**—Jo Co Public Health inspection has not happened yet.

**Furniture Project**—Hanna completed a final walkthrough and inventory of each guest room. Final touches needed include artwork, lamps, touch up paint, etc.

**Midwest Alarms**—quote for new system is at \$205,655.00 from Midwest Alarms. Hawkeye Communication's has not provided a quote yet. Hanna gathering additional information from vendor to determine urgency, process, and any potential interruption to operations.

**Expansion**— Architect determined as Solum-Lang. Shannon, Ben, Hanna to meet with Brad next week on Friday to start the discussion.

**Temper-Pedic Mattresses** – All stored mattresses have been put to use. An order will be submitted to Global RMHC for our next year's donation for additional back up mattresses.

**Heat** – AAA Mechanical has turned on the heat for the year. All is working appropriately.

**Participating:** Janine Pettigout, Hanna Zevenbergen, Jennifer Erdahl, Dave Philips, Shannon Greene

**Operations Update:**

Since the month of August, the Ronald McDonald House has seen an increase in the number of families we are serving each month with a record of 75 in August and 70 in September. The Ronald McDonald House is preparing for the upcoming holiday season with Halloween, fall, and winter themed activities. In the month of September, 28/30 of our evening meals were provided by a meal group. With the support of our Kitchen Coordinator and Volunteer Manager, we look forward to continuing that trend.

For our Family Rooms, we are seeing record highs for visits in both locations. The St. Luke's Family Room served 900 people in the month of September and the University of Iowa Stead Family Children's Hospital served 1534 in August and 1239 in September. We envision these numbers will continue to increase as time goes on.

**Kitchen Coordinator and New *Chef Rob* Program:**

We are looking to implement a new program at the Ronald McDonald House with the support of our Kitchen Coordinator, Rob. For this program, the meal group would be able to have a chef experience within the House. At the cost of \$400, Chef Rob will purchase and plan the meal for the House. At the cost of \$600, Chef Rob will purchase and plan the meal for the House and both Family Rooms. The meal group will have the opportunity to cook alongside Chef Rob and learn from his and his culinary background.

**GRMHIS Family Rooms:**

Currently, we utilize a database known as GRMHIS to collect data for the House. At the Family Rooms, our process for collecting data includes both a paper and electronic process. We are looking to streamline how we collect data and implement the same database at the House at the Family Rooms. We envision this happening by the end of the year.

**Von Maur Gift:**

Shannon continues to connect with Jim Von Maur to finalize a time that works best to connect. Our next steps include surveying families to learn what recreation activities they'd like most.

**Power Outage:**

Engie informed us that the Ronald McDonald House about a required, planned power outage for on October 29, 2023, from 8am-12pm. Engie anticipates the power outage not lasting the whole four hours, but precautions have been taken to accommodate our families and programs for the entire time. Hanna will be present during the time of the power outage.

## Finance Committee Minutes

10/30/23 3pm

Participating: Brent Hawkins, Evan Diehl, Shannon Greene

### 2023 Budget Draft

The committee reviewed the latest draft which sits at a \$54,000 deficit, primarily due to higher food costs, addition of kitchen coordinator position, and most largely, loss of in-kind IT equipment and services from the University of Iowa (\$70,000).

RMHC team continues to review to find additional revenue and cut costs where feasible. Current draft does not include any investment income or loss projections.

Increased income potential:

Third-Party fundraisers (including CR and Dubuque marketing committees), Chef Rob meal program, new campaigns (Earn Your Stripes), new grants, and reduction of recreation/activity supplies and staff time through the Von Maur gift.

Potential for decreased spending:

Alumni Family Reunion food costs in-kind, new supply chains for food and household supplies, decreased food waste, Amazon Fulfillment Center in-kind, targeted wish list drives.

McDonald's support continues to be strong with revenue from Penny Per Happy Meal, Shamrock Shake, Give A Little Love and Round Up. Dennis, Scott, Kevin and Shannon to meet to firm up what is reasonable from owner operators in these areas and update budget accordingly.

Next steps: Shannon meeting with internal team to review and finalize. Goal is to have a second draft to Finance Committee no later than two weeks.

If the final draft still indicates a projected deficit, Finance Committee will decide whether or not to present to board for vote to approve with goal of making up income throughout the year.

### Von Maur Gift

Jim called Shannon on Friday—gift running through estate and taking longer than he had anticipated. He will keep in touch as things progress.

## **LICENSE AGREEMENT**

This License Agreement ("License"), dated as of [●] (the "Effective Date"), is entered into by and between Ronald McDonald House Charities, Inc., a not-for-profit corporation organized and existing under the laws of the State of Illinois, with a principal place of business located at 110 N. Carpenter St., Chicago, Illinois 60607, United States of America ("RMHC" or "Licensor") and [insert local chapter's full legal name], a not-for-profit entity organized and existing under the laws of the [State or Country] of [●] ("Licensee"). RMHC and Licensee are sometimes referred to herein as a "Party" and, collectively, as the "Parties".

### **RECITALS**

**WHEREAS**, McDonald's Corporation and McDonald's International Property Company, Ltd. (the "McDonald's Licensors"), are the owners of certain trademarks and service marks relating to Ronald McDonald House Charities and organizations in the Ronald McDonald House Charities system (the RMHC Marks, as defined herein), and have the right to grant licenses relating to the RMHC Marks;

**WHEREAS**, the McDonald's Licensors have granted RMHC a nonexclusive license to use and sublicense use of the RMHC Marks in connection with the Services (as defined herein);

**WHEREAS**, Licensee desires to obtain a license to use the RMHC Marks in connection with the Services and RMHC is willing to grant such license to Licensee in accordance with and subject to the terms and conditions as set forth in this License; and

**WHEREAS**, this License supersedes and replaces all previously executed licenses, agreements and amendments between the McDonald's Licensors and Licensee (or its predecessors in interest).

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

#### **1. Definitions and Interpretation**

1.1 Definitions. Defined terms in this License, which may be identified by the capitalization of the first letter of each principal word thereof, have the meanings assigned to them within the body of this License or in Schedule A hereto.

1.2 Interpretation. In this License, except to the extent that the context otherwise requires: (a) the headings are for convenience of reference only and shall not affect the interpretation of this License; (b) defined terms include the plural as well as the singular and vice versa; (c) references to Sections, clauses and Schedules are references to Sections and clauses of and Schedules to this License; (d) references to any document or agreement, including this License, shall be deemed to include references to such document or agreement as amended, restated, supplemented or replaced from time to time in accordance with its terms and (where applicable) subject to compliance with the requirements set forth herein; and (e) references to any Party or Person include its successors and permitted assigns.

## **2. Ownership and Grant of License**

2.1 Ownership of RMHC Marks. Subject to Sections 2.2 and 2.3, the McDonald's Licensors and their applicable Affiliates are and shall remain the owners of all right, title and interest in and to the RMHC Marks.

2.2 License. Subject to the terms and conditions of this License, including all rights reserved to RMHC and the McDonald's Licensors hereunder, RMHC grants to Licensee a non-exclusive, non-assignable, non-sublicensable and royalty-free right and license in the Territory to use the RMHC Marks as follows:

- (a) use the mark RONALD McDONALD HOUSE CHARITIES in combination with Licensee's geographic name designation (e.g.,, "RONALD McDONALD HOUSE CHARITIES [City, State, Country, or location]) as the business or trade name of the organization that operates the Ronald McDonald House, Ronald McDonald Family Room and/or other programs as permitted by this License.
- (b) use the mark RONALD McDONALD HOUSE to identify, develop, and operate one or more structures (each a "House") which are identified by location on Schedule C, and in conjunction therewith
- (c) use the mark "Ronald McDonald Family Room" to identify, develop, and operate one or more Ronald McDonald Family Rooms ("RMFR") which are identified by location on Schedule C;
- (d) to identify, develop and operate Ronald McDonald Local Programs ("Local Programs"), Ronald McDonald Care Mobiles, and other community outreach programs, including making grants to other not-for-profit organizations that aligns with the mission of RMHC, all of the foregoing subject to RMHC's express prior written approval in its sole and absolute discretion
- (e) to raise Funds (as defined in Section 8.7.1) from public and private sources in furtherance of the purposes for which this License is granted; and
- (f) for such other uses as RMHC may authorize or grant to Licensee from time to time (the services identified in 2.2a-f are collectively referred to herein as the "Services").

2.3 Reservation of Rights. RMHC reserves all rights not specifically granted to Licensee under this License. No License is granted hereunder for the use of the RMHC Marks for any purpose other than as specified in Section 2.2, including, but not limited to, the right to use the RMHC Marks in connection with the manufacture, offer for sale or sale of branded merchandise through retail sales channels without RMHC's express prior written consent;

2.4 No Assignment of Rights in RMHC Marks. Nothing contained in this License shall be construed as an assignment to Licensee or any other Person of any right, title or interest in or to the RMHC Marks, it being understood and acknowledged by Licensee that all use thereof under the License shall inure exclusively to and be for the benefit of the McDonald's Licensors.

### **3. Obligations of Licensee**

3.1 Adherence to Applicable Laws. Licensee activities in conjunction with this License shall, at all times, conform to any and all Applicable Laws including, but not limited to, those related to (i) owning, operating and maintaining temporary housing for families of children undergoing treatment at nearby healthcare facilities, and (ii) obtaining, storing, protecting and handling private or personal information of individuals in connection with the operations and activities contemplated herein (e.g., if applicable, GDPR, HIPAA and other data and privacy laws and regulations).

3.2 Licensee Obligations. Licensee shall:

- (a) operate at least one RMHC Core program;
- (a) operate the House(s), RMFR(s), RMCs and/or Ronald McDonald Local Program(s) in a manner consistent with the reputation of the McDonald's Licensors and RMHC and in compliance with the Standards;
- (b) comply with other standards, guidelines, and protocols of organizational excellence, as such standards, guidelines and protocols that now exist or may be set by RMHC, and amended from time to time, and provided to Licensee;
- (c) conform to all Applicable Laws, and the highest fiduciary standards, including guidelines and protocols set by RMHC, in its fundraising and all other activities, and promptly notify RMHC in the event of any non-compliance therewith;
- (d) comply with the Standards set, from time to time, by the McDonald's Licensors and/or RMHC with respect to the use of the RMHC Marks;
- (e) adopt and implement appropriate procedures for protecting RMHC's Confidential Information and preventing the unauthorized use, disclosure, dissemination, reproduction or collection of such Confidential Information;
- (f) maintain its Internal Revenue Code Section 501(c)(3) and/or equivalent charitable status in the applicable local jurisdiction at all times by assuring that the principal purposes of its establishment are adhered to from year to year; if, at any time, the Licensee fails to maintain its tax exempt and/or equivalent charitable status in the applicable local jurisdiction, and RMHC, in its sole and absolute discretion, elects not to terminate the License, the License shall no longer operate as a royalty free license and the Parties shall determine an arm's length royalty consistent with the principles of Section 482 of the Internal Revenue Code or equivalent statute in the applicable local jurisdiction.
- (g) promptly notify RMHC in the event that any of RMHC's Confidential Information is lost, stolen, improperly released or disclosed, or unaccounted for by it; and
- (h) if directed by RMHC in writing, timely register this License with any appropriate Governmental Authority as and to the extent required by Applicable Law.

3.3 Changes to Size of House. Licensee shall not increase the size or number of sleeping rooms of any House without the prior written approval of RMHC . Licensee shall use

each House exclusively for families of children who are receiving treatment at a nearby healthcare facility.

3.4 Changes to Size of Ronald McDonald Family Room. Licensee shall not increase the size of any RMFR or change the number of guest sleeping rooms without the prior written approval of RMHC, and a written amendment to this License, signed by all Parties. Licensee shall use all RMFRs exclusively for families of children who are receiving treatment at the healthcare facility where the RMFR is located as designated in Schedule C.

#### **4. Advertising, Marketing and Promotion Materials and Activities**

4.1 Materials. Licensee may develop, create, produce, manufacture, print, distribute, broadcast, publish and display Materials and conduct related advertising, promotional and marketing activities incorporating the RMHC Marks in connection with the Services. All Materials and related advertising, promotional and marketing activities shall: (a) be accurate, factually correct and not misleading; (b) not diminish in any way the goodwill or reputation associated with the RMHC Marks; and (d) conform to Applicable Law, the Standards and the highest standards of ethical advertising and marketing. In order to protect the goodwill and integrity associated with the RMHC Marks, RMHC reserves the right to review and approve any Materials and related advertising, promotional and marketing activities in advance.

4.2 Discontinuing Use of Materials. RMHC may at any time direct Licensee to cease the use, distribution, publishing, display and/or broadcast of any Materials or any related advertising, marketing or promotional activities determined by RMHC, in its absolute and sole discretion, to be inconsistent with the Standards or otherwise detrimental to the goodwill of the RMHC Marks, and Licensee shall take all steps necessary to comply with such direction at Licensee's sole expense.

#### **5. RMHC Marks; Licensee's Adoption of Other Marks**

5.1 Compliance with Standards and Applicable Laws. Licensee acknowledges and agrees that all use of the RMHC Marks by Licensee shall meet or exceed the applicable Standards and shall comply with Applicable Law. Licensee shall use and otherwise display the RMHC Marks strictly in conformity with the Standards. Licensee shall use, display and affix all applicable trademark designations or markings of the RMHC Marks, as may be directed by RMHC from time to time in its discretion, and with any other specifications as RMHC may prescribe from time to time to promote and foster the goodwill represented by the RMHC Marks or otherwise to protect or perfect the McDonald's Licensors' interests in the RMHC Marks.

5.2 Inspections. Licensee shall permit inspections and/or audits by RMHC or its designees of the House(s), RMFR(s), Local Program(s), or other programs operated by Licensee, for the purpose of monitoring the use of the RMHC Marks by Licensee and verifying the compliance with applicable Standards.

5.3 Specimens. At RMHC's request, Licensee shall submit to RMHC all specimens of all Materials displaying, using or bearing the RMHC Marks, at no expense to RMHC, for RMHC's review and approval, in RMHC's absolute and sole discretion, prior to Licensee's use of any such Materials and in accordance with procedures established by RMHC for such purposes from time to time, including those included in the Standards.



5.4 Ownership. Licensee acknowledges and agrees that the RMHC Marks and all rights therein and the goodwill pertaining thereto belong to the McDonald's Licensors and that all uses of the RMHC Marks shall inure to and be for the benefit of the McDonald's Licensors.

5.5 No Opposition to RMHC Marks. Licensee shall not directly or indirectly, (a) attack or impair the title of the McDonald's Licensors to the RMHC Marks, the validity of this License, or any of the registrations for or applications to register the RMHC Marks filed by or on behalf of the McDonald's Licensors; or (b) file any application to register or record any of the RMHC Marks, in whole or in part, or any other name, trademark or service mark that is identical or otherwise confusingly similar to or that might be dilutive of the RMHC Marks anywhere in the world, unless requested by RMHC to do so and, in such event, subject to RMHC's specific direction and written request. Licensee shall not file, or cause or permit to be filed, any applications to register any RMHC Marks.

5.6 New or Substitute RMHC Marks. RMHC shall have the right to discontinue or modify the use by Licensee of any RMHC Mark or the specifications for use of any RMHC Mark, or to require Licensee to commence use of new or substitute RMHC Marks. Licensee shall promptly comply with any such changes at Licensee's sole expense. RMHC shall not have any obligation to reimburse Licensee for any expenditures made by Licensee to discontinue or modify the use of any RMHC Mark or to adopt additional or substitute RMHC Marks, including any expenditures relating to any advertising, promotional materials or signage.

5.7. Licensee's Adoption of Other Marks. All other marks not incorporating, in whole or in part, any RMHC Marks, developed or created by Licensee in connection with the Services (hereinafter, "**Other Marks**") are and shall be deemed owned by RMHC as "works made for hire" and shall constitute RMHC Marks hereunder. To the extent that any Other Marks are not a "work made for hire," Licensee shall immediately assign and Licensee does hereby assign, all rights therein, including moral rights, to RMHC or its designee. If any such moral rights are not assignable under applicable law, Licensee agrees to waive and/or not to enforce any such moral rights without the prior written consent of RMHC. Licensee shall execute and deliver any documents requested by RMHC to confirm such assignment. Licensee shall not file, or cause or permit to be filed, any applications to register any Other Marks without RMHC's prior written consent. Licensee shall promptly disclose to RMHC upon creation of any Other Marks in order to facilitate RMHC's registration and protection of any Other Marks as determined by RMHC in its sole discretion.

5.8 Defense of Rights. The McDonald's Licensors shall have the sole and exclusive right, in their own name, to institute whatever trademark infringement, opposition or other legal proceedings that they consider to be appropriate in order to prevent the unauthorized use or registration of the RMHC Marks or any trademarks, service marks, trade names or logos that are confusingly similar to or dilutive of the RMHC Marks. Licensee shall cooperate with RMHC and the McDonald's Licensors for purposes of securing, preserving, protecting and defending the McDonald's Licensors' rights in and to the RMHC Marks and for purposes of securing, preserving, protecting and defending the rights granted to Licensee hereunder as determined by the RMHC Licensors in their sole discretion and at Licensee's sole expense, unless otherwise expressly agreed by RMHC and/or the McDonald's Licensors. Licensee shall inform RMHC promptly of any suspected infringements, dilution or imitations by others of the RMHC Marks that may come to Licensee's attention.

5.9 Registration of License. Licensee shall cooperate with RMHC and the McDonald's Licensors in (a) registering this License or a summary version thereof with any applicable

Governmental Authority to the extent required or desirable to fully protect the McDonald's Licensors' rights in the RMHC Marks under Applicable Law; (b) maintaining or perfecting such registration; and (c) canceling such registration upon termination of this License. RMHC and the McDonald's Licensors are hereby authorized by Licensee to cancel the registration of this License with any applicable Governmental Authority upon termination of this License, for any reason, independent of any action executed by Licensee before such Governmental Authorities. Licensee shall execute on behalf of itself and deliver such documentation as may be necessary or desirable in connection with the foregoing, including any power of attorney as may be required by Applicable Law.

5.10 Copyright Notice. All copyrights relating to or arising from the use of the RMHC Marks under this License shall belong to the McDonald's Licensors and, if directed by RMHC, shall bear the following copyright notice: "© 20\_\_ McDonald's", where the year is that in which the work is first seen by the public. All trademarks, designs, slogans and copyrights created or developed by or on behalf of Licensee that relate to or arise from the use of the RMHC Marks or the copyrights licensed to Licensee hereunder are hereby assigned to the McDonald's Licensors.

## **6. Confidential Information**

6.1 Definition of Confidential Information. The McDonald's Licensors and RMHC possess, or there may be created hereunder, certain confidential and proprietary information, including without limitation, trade secrets, financial and pricing information, training programs and materials, research data, new product plans, consumer data, donor data, fundraising plans and strategies, marketing plans and schedules, promotion strategies, business plans and reports, sales projections and reports, operation methods, specifications, technology, software, databases, know-how, techniques and business practices, both written and unwritten (collectively, the "Confidential Information"). The Licensee does not have and shall not acquire any interest in the Confidential Information except as granted hereunder, and the use or duplication of the Confidential Information in any other business or capacity shall constitute an unfair method of competition.

6.2 Use and Protection of Confidential Information. Licensee may only use the Confidential Information in connection with the Services. RMHC shall disclose Confidential Information to Licensee solely on the condition that Licensee agrees, that it: (a) shall not use the Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Confidential Information during and after the Term; (c) shall not make unauthorized copies of any Confidential Information; (d) shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including such procedures as Licensors prescribe from time to time; and (e) shall not distribute, sell, trade or otherwise profit from any Confidential Information except as expressly authorized by this License. Licensee shall inform its employees and any other Person having access to any Confidential Information about its status as such and, if so requested by RMHC, such employees and other Persons shall execute confidentiality agreements in a form acceptable to RMHC and naming RMHC and the McDonald's Licensors as third party beneficiaries of such agreements with an independent right to enforce the same.

## **7. Term**

7.1 Term. The initial term of this License shall commence as of the Effective Date and, unless terminated earlier in accordance with its terms, shall continue for a period of one year (the "Initial Term"). Unless either Party delivers a notice of non-renewal pursuant to Clause 7.2,

this License will automatically renew for successive renewal terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term").

7.2 Non-Renewal. Either RMHC or Licensee may, in its discretion, elect not to extend this License by notifying the other Party in writing at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

## **8. Termination**

8.1 Termination for Material Breach. RMHC shall be entitled to terminate this License (in whole or in part as determined in RMHC's sole discretion) upon written notice to Licensee in the event Licensee materially breaches this License, which may be a single material breach or a series of repeated non-material breaches that amount to a material breach, and either the breach cannot be cured or, if the breach can be cured, Licensee fails to remedy the breach in all material respects, as determined by RMHC in its sole discretion, within sixty (60) days after RMHC notifies Licensee in writing of such breach. For purposes of this License, a material breach by Licensee shall include, without limitation, the following events:

- (a) Licensee's breach of any of its representations and warranties or other obligations under this License;
- (b) Licensee's breach of the terms of the License set forth in Section 2.2 hereof;
- (c) Licensee's failure to operate the House(s), RMFR(s), RMCs, Local Program(s) and/or other community outreach programs in compliance with the Standards;
- (d) Licensee's failure to comply with the Standards set, from time to time, by the McDonald's Licensors and/or RMHC, and/or Applicable Laws; and
- (e) Licensee's failure to comply with all Applicable Laws and the highest fiduciary standards in its fundraising and other activities as contemplated herein.

8.2 Immediate Termination. Notwithstanding the terms of Section 8.1, and to the extent permitted under Applicable Law, RMHC may terminate this License by written notice, with immediate effect upon receipt thereof by Licensee, in the event that:

- (a) Licensee breaches any of its obligations under Section 6 relating to the unauthorized use or disclosure of RMHC's Confidential Information;
- (b) Licensee commits any act alleged by a legal authority to be a criminal offense involving moral turpitude, or engages in behavior that brings Licensor or the McDonald's Licensors into public disrepute, contempt, ridicule or scandal, or which reflects unfavorably on Licensor or the McDonald's Licensors in a material way due to the association with Licensee, as determined in Licensor's sole and absolute discretion.
- (c) Licensee becomes the subject of voluntary bankruptcy, insolvency, or analogous proceedings, is named as debtor in any involuntary such proceeding which is not

judicially dismissed within thirty (30) calendar days of the date of filing, suffers involuntary dissolution, suffers the appointment of a receiver or trustee over all or a substantial part of its assets or business, makes an assignment for the benefit of its creditors, fails to pay its debts as they fall due, or is placed under trusteeship; or

- (d) any Applicable Law is enacted or issued, which, in the reasonable opinion of the McDonald's Licensors, jeopardizes or impairs the McDonald's Licensors' rights in or to the RMHC Marks, unless Licensee, upon written request from the McDonald's Licensors, agrees to refrain from using the affected RMHC Marks.

8.3 Termination as to Specific Services/Programs. Subject to the terms of Sections 8.1 and 8.2, in the event Licensee materially breaches this License due to a failure to comply with RMHC Standards relating to a specific program or aspect of the Services, RMHC may, in its sole discretion, choose to amend this License to narrow the scope of the Services so as to exclude that specific noncompliant program.

8.4 Mitigation. RMHC shall have the right, but not the obligation, to take such action as it may deem necessary or appropriate to cure or remediate any material breach by Licensee, but no such action, cure or remediation shall constitute a waiver of any of RMHC's rights or remedies hereunder or under Applicable Law with respect to such material breach. Any such actions taken by RMHC shall be at the sole expense of Licensee.

8.5 Injunctive Relief. Licensee acknowledges and agrees that the RMHC Marks constitute the unique and valuable property rights of the McDonald's Licensors, and further acknowledges and agrees that, due to the nature of many of the terms and provisions of this License, money damages will not compensate the McDonald's Licensors and RMHC as a result of any breach of this License by Licensee. Accordingly, the Parties agree that RMHC shall be entitled to obtain from a court of competent jurisdiction an injunction or restraining order or obtain a decree for specific performance of the terms of this License, as applicable and appropriate, without bond. All such remedies shall be in addition to, and not in lieu of, all other rights or remedies sought by RMHC and/or the McDonald's Licensors.

8.6 Effect of Termination. Upon termination of this License, Licensee will immediately, as is reasonably practicable, cease all use of the RMHC Marks (including any resemblance thereof which might deceive or is likely to cause confusion amongst the public), including specifically "RONALD McDONALD HOUSE CHARITIES", "RONALD McDONALD HOUSE" and "RONALD McDONALD FAMILY ROOM", or any other trademarks or copyrights of the McDonald's Licensors or RMHC, in connection with the operation of any House(s), RMFR(s), or Local Program(s), any fundraising activities, as a corporate name, a URL, or for any other purpose, and Licensee shall destroy all materials then in its possession or control that use or display the RMHC Marks or included any copyrighted materials of the McDonald's Licensors or RMHC. Licensee shall in a timely manner return to RMHC, or at RMHC's express written request, destroy, all records, notes and other documents and materials in its possession as of the effective date of termination that contain or embody any of RMHC's Confidential Information. If Licensee has registered a URL(s) incorporating, in whole or in part, one or more of the RMHC Marks, upon termination of the License, Licensee shall immediately transfer such URL(s) to the McDonald's Licensors as expressly directed by RMHC.

## 8.7 Return of Assets and Materials; Transfer of Leases.

8.7.1 Return of Funds. Upon non-renewal or termination of this Agreement pursuant to Sections 7.2, 8.1 or 8.2, to the extent permitted by applicable law, Licensee shall remit to RMHC or its designee, within thirty (30) days of the effective date of such non-renewal or termination, all Funds in Licensee's possession, custody or control as of the effective date of such renewal or termination. For clarification and avoidance of doubt, immediately following receipt of any notice of termination, Licensee shall not undertake any further financial commitments, make any investments using the Funds, or incur any additional expenses, whether under its name or any newly created entity or investment vehicle using the RMHC Marks, excluding, however, any reasonable expenses intended to remedy any breach that is subject of the notice of termination and/or to continue Licensee's usual operations. For purposes of this Agreement, the term "Funds" means all money and other pecuniary resources, including, without limitation, cash (including all cash on hand or in banks), cash equivalents, marketable securities, investment accounts and trade receivables (reduced by any accounts payable), raised or received by Licensee using the RMHC Marks or otherwise in the name of "Ronald McDonald House" or "Ronald McDonald House Charities," including, without limitation, all appreciation in the value of and interest earned on such money and other pecuniary resources. Notwithstanding the foregoing, with respect to marketable securities and investment accounts raised and received by Licensee using the RMHC Marks such securities and accounts may be liquidated prior to transfer at RMHC's sole discretion and direction within thirty (30) days of the effective date of such non-renewal or termination or such other RMHC approved time period.

8.7.2 Return of Property. Upon non-renewal or termination of this Agreement pursuant to Sections 7.2, 8.1 or 8.2 above, to the extent permitted by applicable law, and as directed and documented by RMHC's legal counsel and other advisors, Licensee shall convey, assign, transfer title, or return, as the case may be to RMHC or its designee within thirty (30) days of the effective date of such non-renewal or termination, or such other time period as agreed to by RMHC in its sole discretion, any and all real and personal property in Licensee's possession, custody or control as of the effective date of such non-renewal or termination that were purchased or obtained with Funds, or received from a third party as a donation, by Licensee using the RMHC Marks, including, but not limited to, any real property, vehicles, furniture, fixtures, equipment, and assets, (e.g., RMFR assets, other physical assets, etc.)

8.7.3 Return of Materials and Documents. Upon non-renewal or termination of this Agreement pursuant to Sections 7.2, 8.1 or 8.2 above, Licensee shall in a timely manner return to RMHC all records, notes and other documents and materials in Licensee's possession as of the effective date of termination including but not limited to any documents or materials that contain or embody, (a) any Confidential Information; (b) any surveys, studies or research related to RMHC or Licensee; (c) RMHC and Licensee donor data; (d) any other information pertaining to Licensee or RMHC, including, but not limited to, their mission and purpose; and (e) any other materials and documents reasonably requested by RMHC.

8.7.4 Transfer of Program Leases. Upon non-renewal or termination of this Agreement pursuant to Sections 7.2, 8.1 or 8.2 above, to the extent permitted by applicable law and/or any applicable agreement, at RMHC's request, Licensee shall transfer or assign, or cause to be transferred or assigned, to RMHC or RMHC's designee any Program Leases. For purposes of this paragraph, "Program Leases" shall mean "agreements with other parties for the use of space to operate a program, such as a RMFR, House, or Local Program."

8.7.5 Appointment of RMHC Representative Upon Termination. Upon non-renewal or termination of this Agreement pursuant to Sections 7.2, 8.1 or 8.2 above, RMHC shall appoint a RMHC representative to oversee the termination and transition of Funds, property, materials, documents and other assets per the terms of this Agreement, and Licensee's board shall regularly communicate with such representative about the termination and wind down activities during the transition. RMHC intends that the Funds shall continue to be used to serve children and families in the community in the name of RMHC, and hereby reserves the right to determine whether the transfer of any and all assets, property or Funds shall be to RMHC, another RMHC Chapter or other entity or trust designated by RMHC. The RMHC representative shall direct the assignment and conveyance of any and all assets, property or Funds as determined by RMHC, and the Licensee shall comply with such instructions.

## 9. Indemnification

9.1 Indemnification By Licensee. Licensee agrees to defend, indemnify and hold harmless RMHC, the McDonald's Licensors, their Affiliates and all of their respective stockholders, directors, officers, employees, agents, attorneys-in-fact and representatives, consultants, independent contractors, designees, successors and assigns, (collectively, the "**RMHC Indemnified Parties**"), from and against any and all Losses and Expenses arising out of or relating to any act or omission of Licensee, including:

- (a) any Claim by any third party;
- (b) any breach, violation or failure of Licensee to perform or comply with of any of its representations, warranties or obligations arising out of or relating to this License (including without limitation the failure to comply with any applicable Standards);
- (c) any negligence, recklessness, misconduct or criminal act by Licensee or its employees or personnel;
- (d) the infringement or other violation of any patent, trademark, copyright or other proprietary rights of any third party, or the right of privacy or right of publicity, or the laws of unfair competition, in connection with this License, except to the extent that the alleged infringement or violation relates to Licensee's use of RMHC Marks as authorized by RMHC; and
- (e) the death of or injury to any person, damage to any property, or any other damage, loss or injury, by whomsoever suffered, resulting or claimed to result, in whole or in part, from any latent or patent defect in connection with the business and operations of the Licensee, including in connection with the rendering of Services.

9.2 Indemnification by RMHC. RMHC agrees to indemnify and hold Licensee harmless from and against any and all Losses and Expenses relating to allegations of trademark infringement based upon Licensee's specifically authorized uses of the RMHC Marks hereunder.

9.3 Rights and Responsibilities of Indemnitor and Indemnitee. In the event of any Claim or allegation entitling any Party to indemnification by another Party hereunder, or in the event that any Party discovers facts that will likely give rise to a claim for indemnification hereunder, the Party entitled to indemnification hereunder (the "Indemnitee") shall promptly notify the Party obligated to provide such indemnification (the "Indemnitor") of same in writing giving reasonable detail of the Claim, allegation or discovered facts (provided that the Indemnitee's

delay in furnishing notice of claims to Indemnitor shall not discharge the Indemnitor from its indemnification obligation hereunder, except to the extent such delay results in actual prejudice to Indemnitor or its inability to effectively defend the Claims or allegations).

9.4 RMHC as Indemnitee. With respect to any Claims or allegations for which Licensee is obligated to indemnify RMHC (or any RMHC Indemnified Party) pursuant to the terms of this License, RMHC reserves the right to determine whether Licensee or RMHC shall assume the defense of such Claims or allegations, and in either case, to employ counsel selected by RMHC in its discretion, and to control the defense and settlement of any such Claims or allegations, acting reasonably and in accordance with good faith business judgment with respect thereto, and without relieving Licensee of any of its obligations hereunder. The rights of the RMHC Indemnified Parties under this License are in no way contingent upon or limited by the RMHC Indemnified Parties seeking to recover or recovering from third parties or otherwise mitigating their losses.

## **10. Other Obligations of Licensee**

10.1 Financial Reporting Requirements. Licensee shall maintain accounting records based upon a year-end calendar basis. On an annual basis, Licensee shall prepare financial statements in accordance with local Generally Accepted Accounting Principles ("GAAP"), which shall be audited by an independent Certified Public Accountant. Copies of the audited financial statements must be submitted to RMHC, in accordance with its global data management and reporting system processes (as may be changed from time to time) within eight and one half (8 ½) months of the close of Licensee's fiscal year (or as otherwise requested by RMHC). RMHC reserves the right to conduct periodic financial audits of Licensee.

Licensee shall comply with all accounting practices (including financial reporting requirements and controls) included in the Standards provided by RMHC and must also provide financial information as requested by RMHC at interim periods throughout the year. Licensee must remain in compliance with reporting obligations to government agencies (local, state, provincial, and national) and with other organizations where there is a contractual agreement requiring Licensee financial information. For any Licensee located in the United States of America, a copy of the annual IRS Form 990 must be submitted to RMHC annually by November 30.

RMHC may require periodic reporting of other information, including programmatic, financial, governance, operational, fundraising, and marketing data or measurements, as may be determined by RMHC from time to time in its sole discretion.

10.2 Insurance. Licensee shall secure and maintain, throughout the term of this License, certain insurance policies with insurance companies in form and with limits of liability satisfactory to RMHC, as specified in the attached Schedule D, as may be amended from time to time as determined by RMHC in its sole discretion. At RMHC's request, Licensee shall cause its insurance company(ies) to send to RMHC a certificate of insurance verifying such coverage and naming RMHC and the McDonald's Licensors as additional insureds within thirty (30) days of the Effective Date. Each such certificate shall provide that RMHC shall be notified by Licensee's insurance company not less than thirty (30) days in advance of any material change in or termination of Licensee's insurance coverage. Licensee or its insurance company shall provide annual confirmation of all Licensee's insurance coverage promptly following renewal thereof.

10.3 Use of Funds. All Funds raised by Licensee using the RMHC Marks must be used only in connection with Ronald McDonald House Charities and its programs, as authorized by this License. Furthermore, all Funds being designated for a specific approved RMHC program (e.g., a House program) must only be used in furtherance of that specific RMHC program; no other use is permissible.

10.4 Notice of Material Change; RMHC Approval. Licensee shall immediately notify RMHC in writing in the event of any contemplated transfer of a substantial portion of Licensee's assets to any third party or Licensee's dissolution, merger or other consolidation with a third party. Any such transfer or business combination is subject to RMHC's review and approval, which approval may be withheld in RMHC's sole discretion.

10.5 Non-Partisan Status. Licensee may occasionally be approached by groups and individuals wanting to use Licensee or its Programs as a vehicle for delivering their messages or political agendas. Licensee is a community-supported charity that is and must remain non-partisan and apolitical. Accordingly, Licensee shall inform RMHC as soon as possible of any such request and before any response is made. RMHC may require in its sole and absolute discretion, that Licensee decline the request.

10.6 Non-Discrimination. It is the philosophy of RMHC and McDonald's to treat employees, volunteers, friends of Ronald McDonald House Charities and families receiving services at the Houses, Family Rooms, RMCs, and Local Programs, fairly and with compassion, without regard to race, color, sex, religion, national origin, age, disability, sexual orientation, veteran status, or any other prohibited basis, and Licensee shall comply in all respects with such philosophy. Licensee shall not discriminate against any employee, volunteer, applicant for employment, or family staying at or seeking services at a House, RMFR, RMCM, Local Program, or other program operated by the Licensee. This policy applies to all employment practices, including recruiting, hiring, pay, performance reviews, training and development, promotions and other terms and conditions of employment. Furthermore, RMHC and McDonald's do not condone, and Licensee shall not condone, any form of harassment, joking remarks or other abusive conduct (including verbal, non-verbal, or physical conduct) that demeans or shows hostility toward an individual because of his or her race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or other prohibited basis. Nor does RMHC or McDonald's condone, and Licensee shall not condone, any form of conduct that creates an intimidating, hostile or offensive work environment, unreasonably interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

10.7 Board Make-Up and Governance. Licensee acknowledges and agrees that its board must include representatives of the medical community, McDonald's (or its subsidiaries, affiliates, developmental licensees or franchisees), and volunteers from the community at large on a continuing basis. Licensee acknowledges and agrees that no one stakeholder group (e.g., neither board representatives from the medical community nor McDonald's) may individually represent a majority of the board membership. Licensee acknowledges that terms for board membership should be no less than two years and no greater than three years, with term limits of no more than two terms. Licensee may allow retiring board members to be reconsidered for board membership after a minimum of one year. To avoid any conflict of interest, an individual may only serve on one local RMHC board at a time. Board positions should be filled on a voluntary basis. Board members should serve without compensation or remuneration, but may be reimbursed for actual, reasonable and necessary expenses incurred in their performance of duties as a board member, consistent with the board policies and standard as adopted by the Licensee board. Licensee acknowledges and agrees that all proposed changes to documents



governing each organization in the RMHC system, which may include but are not limited to Bylaws and Articles of Association, must be submitted to RMHC for review for compliance with the Standards prior to formal board action and subsequent filing with the appropriate government authorities.

## **11. Miscellaneous**

11.1 Severability. The provisions of this License are severable, and if any such provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed amended to the extent necessary to retain the intention of the Parties and render it legal, valid, and enforceable or, if such amendment is not possible, stricken as if it had never been contained herein. All other provisions shall continue in full force and effect.

11.2 Independent Contractors. The Parties agree that, in the performance of this License, they are and shall be independent contractors. Nothing herein is intended to create a partnership between the Parties and nothing herein shall be construed to constitute either Party as the agent of the other Party for any purpose whatsoever, and neither Party shall bind or attempt to bind the other Party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other Party's behalf.

11.3 Waiver. No Party to this License may (a) extend the time for the performance of any of the obligations or other acts of any other Party; or (b) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein, except to the extent such extension or waiver is set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent material breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this License. The failure of any Party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights. All rights and remedies existing under this License are cumulative with, and not exclusive of, any rights or remedies otherwise available under this License or under Applicable Law. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

11.4 Binding Effect. This License is binding upon the Parties hereto and their respective executors, administrators, heirs, permitted transferees and successors in interest.

11.5 Counterparts. This License may be executed and delivered in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

11.6 Notices. Any and all notices required or permitted under this License shall be in writing and shall be personally delivered, sent via an internationally recognized overnight delivery service (with confirmation of delivery), or sent by electronic mail to the following respective addresses and until a different address has been designated by written notice to each other Party:

If to Licensor:  
Ronald McDonald House Charities, Inc.

110 North Carpenter Street  
Chicago, Illinois 60607  
Attn: Chief Operating Officer  
Email: [Rodney.jordan@us.mcd.com](mailto:Rodney.jordan@us.mcd.com)

If to Licensee:

**Chapter**

Any notice shall be deemed to have been given at the earlier of receipt or the next Business Day after sending by electronic mail or overnight delivery service.

11.7 Survival. The obligations of Licensee contained in Sections 5.4, 5.5, 6, 7, 8, 9, 10.2 and 11 shall survive the termination of this License.

11.8 Governing Law. This License shall be governed by the substantive laws of the State of Illinois, without giving effect to principles of conflicts of laws. The Parties agree that the United States District Court for the Northern District of Illinois (Eastern Division) shall have exclusive jurisdiction for any and all suits, actions, proceedings or other disputes relating to this License. The Parties consent to the personal jurisdiction of the United States District Court for the Northern District of Illinois (Eastern Division) as the exclusive jurisdiction for any and all suits, actions, proceedings or other disputes relating to this License.

11.9 Intended Third Party Beneficiary. Nothing in this License, express or implied, is intended to, or shall, confer upon any third party any right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement, except that the Parties expressly agree and acknowledge that: (a) the McDonald's Licensors are intended third party beneficiaries of this License and (b) the RMHC Indemnified Parties are intended third party beneficiaries of Section 10 of this Agreement.

11.10 Entire Agreement/Amendments. This License, including the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this License shall be effective for any purpose unless in writing and signed by each Party. Approvals or consents hereunder of a Party shall also be in writing.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives, effective as of the Effective Date.

RONALD McDONALD HOUSE CHARITIES, INC.

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

[insert local chapter's full legal name]

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **DEFINITIONS**

In addition to those terms defined in the License, the following terms, when used in this License, shall have the following meanings:

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common Control with, such specified Person.

“Applicable Law” means all existing and future laws, including rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, Orders, decrees, licenses and concessions of, or any interpretation of any of the foregoing by, any Governmental Authority.

“Business Day” means, or as otherwise provided in the License, a day other than a Saturday, Sunday or other day on which commercial banking institutions are authorized or required by law to close in the City of Chicago, State of Illinois.

“Claim” means any allegation or demand from any Person.

“Control” means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person, and the terms “Controlled by” and “under Common Control with” have correlative meanings.

“RMHC Core program” means the key programs of RMHC, as defined by Licensor and may be amended from time to time. Currently, the Core programs are the Ronald McDonald House, Ronald McDonald Family Room, and Ronald McDonald Care Mobile.

“Governmental Authority” means, in any applicable Territory or other jurisdiction, any federal, provincial, state, territorial or local government, any governmental, regulatory or administrative authority, agency or commission or any court or tribunal or arbitral body.

“Losses and Expenses” means, without limitation, all damages, losses, fines, charges, costs, expenses, lost profits, attorneys’ or experts’ fees, court costs, settlement amounts, judgments and other reasonable costs and expenses of investigating, defending or countering any third-party claim; costs of or resulting from delays, financing, costs of advertising materials and media time and / or space, and costs of changing, substituting or replacing the same; and any and all expenses of recalls, refunds, compensation, public notices and such other amounts incurred.

“Materials” means advertising, marketing and promotional materials, including without limitation television, radio, newspaper and print advertising, packaging, premiums, brochures, outdoor advertising, direct mail, premium, toys, premiums for profit, self-liquidating premiums, sweepstakes materials, contest materials, coupons, point of sale materials, signage, uniforms, stationary and business cards.

“Order” means the entry in any judicial or administrative proceeding brought under Applicable Law by any Person of any permanent or preliminary injunction or other judgment, order or decree.

“Person” means any individual, partnership, firm, limited liability company, corporation, association, joint venture, trust, unincorporated organization or other entity, in each case whether or not having separate legal personality.

“RMHC Marks” means, collectively, all trademarks, service marks, logos, slogans, designs, trade dress, domain names and other commercial symbols and source identifying indicia as identified in Schedule B to this License and such other trademarks, service marks, logos, slogans, designs, trade dress, domain names and other commercial symbols and source identifying indicia as may be designated in writing by RMHC from time to time, the goodwill associated therewith, and all applications, registrations and common law rights therefore owned or licensed by RMHC and relating to the Services.

“Standards” means all standards, policies, guidelines, requirements, protocols, programs and codes of conduct, as may be amended from time to time by RMHC, provided to Licensee by RMHC.

“Territory” means the geographic area determined by Licensor in its sole discretion and communicated to Licensee in writing, as may be amended by Licensor from time to time.

“Transfer” means the voluntary, involuntary, direct or indirect sale, assignment, transfer, issuance, donation or other disposition (whether in one or more transactions). “Transferred” and “Transferee” have correlative meanings.

## SCHEDULE B

### **RMHC MARKS**

Mark Name
RONALD MCDONALD HOUSE CHARITIES
CASA RONALD MCDONALD
RONALD MCDONALD CARE MOBILE
THE HOUSE THAT LOVE BUILT
RONALD MCDONALD FAMILY ROOM
RMHC
RONALD MCDONALD HOUSE
FUNDACION INFANTIL RONALD MCDONALD
SALA FAMILIAR RONALD McDONALD
KEEPING FAMILIES CLOSE

NOTE: These are the RMHC Marks for the US market. Each country's marks will be reviewed and updated for their license.



**SCHEDULE C**

**Ronald McDonald House**

**ADDRESS**  
**ADDRESS**

**# Bedrooms**

**Ronald McDonald Family Room**

**Located at NAME OF Hospital**  
**ADDRESS**  
**# square feet**

**# guest sleeping rooms, if appropriate OR No guest sleeping rooms**

**Ronald McDonald Local Program**

**Name of Program**  
**ADDRESS**

## **SCHEDULE D**

### **REQUIRED INSURANCE COVERAGES**

- (a) Property insurance coverage written on an 'all risk' basis and (if applicable) boiler and machinery insurance coverage.
- (b) Commercial general liability insurance coverage providing limits of not less than five million U.S. dollars (US \$5,000,000 ), or the local currency equivalence thereof, per occurrence for bodily injury and property damage, or such other amount as RMHC may approve;
- (c) Owned, non-owned and hired auto liability (if applicable) with combined single limits of liability for bodily injury and property damage of at least one million U.S. dollars (US \$1,000,000), or the local currency equivalent thereof.
- (d) Directors and officers liability insurance with appropriate limits; and
- (e) Fidelity bond coverage with appropriate limits.
- (f) Cyber liability insurance with minimum limits of one million U.S. dollars (US \$1,000,000) or the local equivalency thereof.

### **NOT REQUIRED, BUT STRONGLY RECOMMENDED:**

- (a) Umbrella form excess liability with limits of at least one million U.S. dollars (US \$1,000,000), or the local currency equivalence thereof; and
- (b) Innkeeper's liability with limits of one thousand U.S. dollars (US \$1,000), or the local currency equivalence thereof, per guest.





**Ronald McDonald  
House Charities®**  
Eastern Iowa & Western Illinois

### Board of Directors Application

Name Jim von Maur  Ms.  Mrs.  Mr.  Other

Home Address 235 Fernwood Ave, Davenport, IA 52803 Phone 563-343-8650

Employer Von Maur Title President & CEO

Business Address 6565 Brady St, Davenport, IA 52806 Phone 563-338-2228

Contacted by Shannon Greene

#### School(s) or College(s) attended

Name/location	Major/Degree	Dates
<u>St. Norbert College - De Pere, WI</u>	<u>History</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

#### Employment (most recent first)

Organization	Location	Position	Dates
<u>Von Maur</u>	<u>Davenport, IA</u>	<u>President &amp; CEO</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

#### Volunteer Experience (most recent first)

Organization	Location	Position	Dates
<u>YMCA</u>	<u>Davenport, IA</u>	<u>Chief Volunteer Officer</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

#### Club/Organization Experience (most recent first)

Organization	Location	Position	Dates
<u>The Nature Conservancy</u>	<u>Des Moines, IA</u>	<u>Trustee</u>	<u>Current</u>
<u>YPO Iowa</u>	<u>Des Moines, IA</u>	<u>Member</u>	<u>Current</u>
<u>YMCA</u>	<u>Davenport, IA</u>	<u>Board Member</u>	<u>Current</u>
<u>Geneis Patient Experience</u>	<u>Davenport, IA</u>	<u>Committee Member</u>	<u></u>

**Areas of Expertise, skill, experience, or interest**

Place an X next to those in which you have interest.  
Circle the X if you have previous experience

- Accounting                       Financial Management                       Marketing/communication
- Advocacy                               Fund Development                       Program Development
- Benefits (employee)                       Human Recourses                       Public Speaking
- Event planning                       Legacy Planning                       Strategic Planning
- Facility Management                       Legal                       other \_\_\_\_\_

**How do you see yourself contributing to Ronald McDonald House Charities of Eastern Iowa and Western Illinois?**

I see myself contributing to Ronald McDonald House Charities of Eastern Iowa and Western Illinois by assisting with various aspects of RMHC operations. Including, fundraising strategies, donor engagement, legacy donor outreach and resource allocation. These contributions can help support the long-term success and sustainability of RMHC-EIWI.

**Please provide two professional references:**

Name	Position	Relationship	Phone Number
Jeff Johnson	CEO	YPO Members	515-321-4308
John Anderson	CEO	QCBT Board Members	563-349-0026

**Please return this form, along with a copy of your most recent résumé, to :**

**Shannon Greene, Chief Executive Officer    [sgreene@rmhc-eiwi.org](mailto:sgreene@rmhc-eiwi.org)**

**730 Hawkins Drive, Iowa City, Iowa 52246**

