NEW CHAPTER KIT

To provide communities with a program that supports people in need on a personal level in partnership with public safety and local businesses.

Contact us to get our program started in your community!
After years of traveling the country, town to town, state line to state line, it has been my personal experience that strong leaders share common traits: selflessness, humility, an ability to inspire others for the greater good and an ability to be forward thinking – a visionary. Those visionary leaders see Pink Heals for what it is:

A selfless calling to support those in need within their own community. Those leaders truly understand that when we put others before ourselves we inspire greatness, develop a strong sense of community and loyalty to one another and become stronger, healthier community in the process.

We live in the greatest country in the world. When it comes to charity, we are free to make personal decisions to donate money to whomever we choose. I strongly believe that if you’re a tax based group or your salary comes from the people who pay their taxes, then your fundraising efforts should be focused on raising money for them!!!!! **We should be keeping it local!**

Likewise, if you are a leader elected into office by the people, you are obligated to serve those people and inspire them to raise money to help those in need at a local level. Our program is the fastest growing support effort for women and their families in the United States. Please peruse the enclosed information to learn more about our program and how you can effect positive change in your own community.

Get this information to your community leaders, and get Pink Heals started in your town!

Pink Heals!!!!!!

Sincerely,

Dave Graybill
Founder/President
Dave Graybill is an entrepreneur, philanthropist, author, former professional athlete and retired fire fighter. He is a visionary man who has made it his life’s passion to partner with public safety and local businesses to give back to the community.

Dave’s philanthropy began in 2003 when he organized sponsors and spent five months hitting a golf ball across America to raise money for sick children. It further evolved in 2007 when he formed the non-profit, Pink Heals. His idea to bring public safety officers together to reach out to people on a personal level and to fund raise while keeping the money within the community has grown exponentially.

Over the past ten years Dave has evolved the Pink Heals program from a single fire truck driven solely by him to hundreds of vehicles in 2 countries driven by countless volunteers. He has added a children’s program, Gunner’s Kids, and expanded to Mexico. His visionary leadership is driving much needed support for a wide range of community initiatives and has become a catalyst for change in the U.S. and Mexico.
Click on the image below for a short video presentation on

PINK HEALS
Dave Graybill is an entrepreneur, philanthropist, author, former professional athlete, retired fire fighter and founder of Pink Heals.

Since 2007 Dave has made it his life's passion to partner with public safety and local businesses to give back to the community.

His Pink Heals program reaches people on a personal level and helps communities fund raise while keeping the money local.
The Pink Heals program uses the public safety system to drive support and love to the individuals in a community.

Pink Heals is a program that brings support to individuals and their family on a personal level.
Don't let the color pink fool you. Our program is often misunderstood as being only about cancer. IT'S NOT! Pink Heals targets a variety of needs in a community. The possibilities are endless.

Pink Heals is working in communities across the United States.

How will this work in your community?
One Signature at a Time...

One Hug at a Time...
One Community at a Time

Pink Heals Supports

People Through Home Visits
and Makes Personal Contact

With People in Need

How to Make Home Visits Work

Partner with local businesses to provide gifts, gift cards, services, etc. to give to the individual during the visit
Raise money through local Pink Heals events to fund your organization and provide additional funding for home visits.

People

Matter
Pink Heals Brings Government Agencies Together

Community Leaders

Supporting the Community
Involve your police, fire fighters, teachers and government workers
to support the Pink Heals program

Pink Heals Supports
Volunteerism and Fund Raising
Pink Heals has created its own brand of merchandise to create more revenue for your organization.

Pink Heals

Founded in 2007

Currently operating in U.S.A, Canada and Mexico

61 Active Chapters in 23 states

200+ Vehicles

National Tour Averages ~30,000 miles per year

1000's of Hugs Delivered Personally

Facebook, Twitter and Instagram
Adding a new Chapter every 3 weeks

Why “PINK”?

In Honor of Our Women
And the impact they have on our lives
A Sense of Duty:

Our calling as men to protect them

They are our Matriarchs

Whose values, traditions and opinions are passed to the next generation
Why “HEALS”?  

**PINK HEALS...**  

**HEALS** our Community  
**HEALS** our Government  
**HEALS** our Health Care System  
**HEALS** our School Systems  
**HEALS** our Environment  
**HEALS** our Country.....etc.  

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**Why ME?**

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**Why Not?**
The Driving Forces Behind the Creation of This Program:

#1 The Lost Art of Altruism: “a selfless concern for the well-being of others”

#2 Compassion for Others

#3 Disillusionment with the direction volunteerism has taken – no personal connection with others

#4 Creates a new way to bring care and support to individuals in a community with locally donated dollars
Why Now?

The Top Reasons to Start the Program

Pink Heals brings a community together out of Love, NOT on behalf of a cause or a ribbon.

It makes volunteerism personal again, effects changes within a community that can be seen in the eyes of our neighbors and monies raised are trackable.
Pink Heals uses the color **PINK** to represent women and their families, **NOT** a specific disease.

Pink Heals is **NOT** about breast cancer, but about **ALL** illnesses and needs within a community that can be cured or supported by keeping fund raising money local!

Are You Ready to Start the Pink Heals Program?
Why Implement Pink Heals?

Pink Heals increases sales in local businesses

Acknowledges individuals within the community who are in need of assistance

Creates accountability for fund raising by focusing on individuals who need help

Pink Heals creates a better working relationship within your govt based agencies (police, fire, teachers, etc.)

The Pink Heals program touches people on a personal level

The Pink Heals Program Works

It isn’t defined by:

Political Affiliation
Religion
Ethnic Background
Social Status
Level of Education
Geographical Location
Or a Cause
So how do you start using this program?

Commit to Adopting the Program and Mission:

To keep 100% of fund raising dollars Local. Which is not to say that a community couldn’t collectively decide to donate outside of itself – but it would be a community decision to do so!
Repurpose a public safety vehicle to deliver the program. Utilize our logo which we provide to you for free.

Ask local businesses to support home visits through donations that help individuals in need (example: gift cards for fuel, food, etc., coupons for services, etc)

Educate your community:

Presence of the Pink Heals logo at fund raisers, in a business window, etc. should symbolize that organizations commitment to supporting home visits and fund raising at events that will keep the money local.
Once put into action Pink Heals is a program that will bring the community together:

- Pink Heals Diabetes
- Pink Heals Women’s Shelter
- Pink Heals Children’s Hospital
- Pink Heals Cancer
- Pink Heals your Community!

The Pink Heals Vehicles
**Why have a Pink Heals Vehicle?**

- Vehicles are a driving billboard that shares the Pink Heals message
- Driven by volunteers
- Community based program
- Vehicles are easily donated
- Limited cost to start and to sustain
- Visual reminder of keeping volunteerism and fundraising local.
- Putting People Before Causes

**Communities everywhere are adopting the Pink Heals Program**

We believe Pink Heals is the fastest growing community support program in the United States.
In Conclusion:

Pink Heals touches everyone.

It doesn’t matter how old you are, what political group you belong to, what religion you support, or whether you are rich or poor, Pink Heals brings us all together!

It unites our efforts in our towns, our cities and our state.

It keeps our hard earned money local and encourages us to keep the human element front and center.

It reminds us to pay it forward, to give a hug, to make eye contact and to care about one another.
Pink Heals, Inc. is a National nonprofit, 501 (c) 3. with the mission to provide communities with a program that supports people in need on a personal level in partnership with public safety and local businesses. We've evolved to support all people battling all things. Our inspiration is LOVE and our motivation is the innate human drive to connect with others through selfless acts of kindness.

Dave Graybill

Chapters

Our organization is modeled after the Public Safety; we serve our community and protect them from harm focusing on their battle against all things, putting our women first, her family and then the community.

Expectations and Performance

Our chapters run and operate their organization by the sale of merchandise that we’ve branded throughout the Country. Chapters can create fundraisers, partner with local businesses but most importantly involve the local elected leadership in partnering with our mission.

The Pink Heals Visits: Your chapter will be expected to find people throughout your running area who need a lift. Chapters will develop relationships with local businesses to provide gift cards, coupons, items for donation but it’s illegal to give MONEY to people from a non-profit. Your chapter may pay bills for the person or family.

We do not have donation jars, we do not collect cash from people without giving them something in return. Shirt, hat, sticker etc....

When traveling outside your running area please notify the chapter in the area if there is one.

All of us need to work together to help promote growth so when outside your area please talk the other community into starting their own Pink Heals Chapter.
You may not charge people to sign your Pink Heals vehicle, it's FREE!!!

Pink Heals conferences are held every one to two years. One of the Pink Heals Chapters hosts the conference. Each chapter will send $500/year to the Chapter hosting the conference regardless if you come or not. This will help pay for your hotel room, some meals while at the conference and help put the conference together.

As an organization we can have “Sponsors” that we choose to acknowledge on our websites, social media or even a sponsor vehicle or trailer that tours with your Pink Heals vehicles. **There are to be NO sponsors, friends or supporters on the front, back or sides of the Pink Fire Trucks, Pink Heals Ambulances, Pink Police Cars. You must submit to the parent organization your request to build a Sponsor vehicle or trailer for approval.**

Our Chapters are supposed to go to all their local businesses and give them our National Pink Heals logo (sticker) to be put in their window. These local businesses will then offer to help raise money for your chapter and also give items or gift cards on your personal visits. Please invite one or more people from the business to come along for the day.

Chapters are not supposed to attend a “Relay For Life” or “Three Day Walk” fundraisers or any other Nationally run charity event that is put on by big charity.

All our trucks have the same paint code and decals so that the public can identify with our support effort. Dupont Paint Code RS-262. Please avoid rapping your vehicle until we come up with a color code that is acceptable...The one that has been used in the past is no longer available....

**All our trucks from this day forward will be all Pink.**

All our trucks have a specific requirement on the placement of our decals and striping please contact the national when you’re ready for the art. We do not have “Guardians of the Ribbon” on our trucks any longer.

It is important to have a sound and newer running truck so we recommend that a chapter have a late 80’s or newer engine. Please stay away from an antique or ladder truck, they are too costly and can’t keep up with the National.

**Chapters have to get the approval to create new artwork to be used on their merchandise from the national organization.** We do not use awareness ribbons on our merchandise, brochures, Facebook or any other viral media location.

Chapters when approached by a national corporation may not negotiate on behalf of Pink Heals Inc. (formerly Guardians of the Ribbon) doing business as the Pink Heals Tour.

You will not be an official Chapter or one recognized by the National Organization until one or more of your board members have been out on our National Pink Heals Tour.

Your Chapter name will begin with Pink Heals ...............County.
In some instances we may have four or more chapters in one county so the names will be determined by the national. An example is Harris County in Texas which covers the Houston area. One chapter could never handle all of Houston.

You don’t have to, but we recommend that you use our t-shirt company. Super Embroidery has been with us from the beginning and supports us with little to NO profit. Super Embroidery keeps all our shirts and pricing the same so all of us have an opportunity to compete out there in the streets.

Pink Heals Inc.(National) has trademarked the Words “Pink Heals” and we give this away to you for free to help your community. We can also take it away from you if we find that you’re not following our simple core requirements. Since 2007 we’ve only had to do this twice.

Pink does not represent a specific disease; we choose to use this color to represent not only the most selfless person in our lives but the most important person in our families and communities. If we take care of her, she has always taken care of us! So Yes Pink Heals supports Men, we do home visits for men and support them just like anybody else!!! Our motivation to change the World for the better comes from the love of our women....

At the rate we’re growing around the World we will become the World’s largest Public Safety Organization in the next four years. Of course we’ll have some Police cruisers, expeditions and ambulances.

After reading all of this and you’re still interested in becoming a chapter then let’s get started.

Welcome Aboard!

___________________________________________________________________
Chapter Name
___________________________________________________________________
President Signature                                                                  Print Name
_____________________________________________________________________________
Date
Pink Heals Chapter Information Sheet

Legal Name:__________________________________________________________

Chapter Address:_____________________________________________________

Chapter Email:________________________________________________________

Chapter Phone Number:_______________________________________________

Chapter Fax:_________________________ Website_________________________

501(c)3 filed yet:  Y   N

Do you have a vehicle?  Y   N  Name:____________________________________

Point of Contact:

President:___________________________________________________________

Phone:_____________________________________________________________

Email:_______________________________________________________________

Alternative Contact:___________________________________________________

Phone:_____________________________________________________________

Email:_______________________________________________________________

Date form filled:______________________________________________________

Return form to: pinkhealsmantlywi@gmail.com
Pink Heals Inc – New Chapter Checklist

- Establish Chapter Name (Example: Pink Heals ‘your area’)
- File for Employer Identification Number (EIN) w/ IRS.GOV
- File Non-Profit Corporation paperwork with your Secretary of State
- Check with your states Department of Revenue to see if you are required to collect sales tax
- Choose your Board of Directors (3-7 people suggested, you need an odd number for voting)
- Create By-Laws (Sample provided)
- Sign Chapter Agreement
- Fill out Chapter Info Sheet
- Insurance (For your vehicles and Liability Insurance)
  - Go out on the Pink Heals Tour for at least ten days.
- File 501c3 (IRS Form 1023, for non-profit) within 27 months of forming
- Get a vehicle (Fire truck, police car, ambulance) Vehicle to be all pink including the top.
- Your Facebook page must be created by Pink Heals National

Provided in packet:
- Welcome from Director Dave Graybill
- National Mission Statement and Core Values
- Chapter Guidance and Expectations
- Sample Proclamations and Release Forms
- Sample By-Laws
- Talking Points and Media kit (Upon Chapter Final Approval)
- Pink Heals power point
- Pink Heals white board video
- Vehicle art specs upon chapter final approval

www.pinkfiretrucks.org
Pink Heals National Chapter Affiliation Agreement

THIS CHAPTER AFFILIATION AGREEMENT (the “Agreement”) is made this __ day of, 20________, by and between Guardians of the Ribbon, Inc., operating as Pink Heals Foundation (“ASSOCIATION”), a 501(c)(3) tax-exempt corporation, with its principal place of business at 5110 North 44th Street, Suite L240 in Phoenix, Arizona 85018, and (“CHAPTER”), an incorporated nonprofit corporation/unincorporated nonprofit association with its principal place of business at_________________________.

NOW THEREFORE in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledge, the parties hereby agree as follows:

I. Grant of Charter to CHAPTER.

A. Charter. ASSOCIATION hereby grants to CHAPTER a nonexclusive charter to be a chapter of ASSOCIATION. In accordance therewith, CHAPTER is authorized to use the name “Guardians of the Ribbon”, “Pink Heals Tour”, “Pink Heals”, “Cares Enough to Wear Pink”, “Pink Fire Trucks”, “Pink Army” and logos of ASSOCIATION in or in connection with CHAPTER’s name, acronym and logo, with the authority to use such marks in connection with CHAPTER’s activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ASSOCIATION.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by ASSOCIATION
or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender.

C. **Territory.** CHAPTER shall represent ASSOCIATION as ASSOCIATION’S affiliate in (the “Territory”) pursuant to and in accordance with ASSOCIATION’S mission and purposes as set forth in ASSOCIATION’S Articles of Incorporation and Bylaws or as otherwise established by ASSOCIATION’s Board of Directors. CHAPTER acknowledges that this designation is non-exclusive in the Territory and the ASSOCIATION may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

D. **Authorized Activities.** ASSOCIATION specifically authorizes CHAPTER to conduct the following activities within the Territory: rendering assistance and support to women who have cancer and to their families; supporting other nonprofit organizations that assist women who have cancer or otherwise support cancer awareness or research; engaging in other activities as may be consistent with the mission and purpose of ASSOCIATION and in which ASSOCIATION may from time to time authorize CHAPTER to engage.

II. **Obligations of ASSOCIATION.**

ASSOCIATION’s obligations under this Agreement shall include:

A. To provide information about the CHAPTER to the ASSOCIATION’s members and other AFFILIATED groups.

B. To give credibility to CHAPTER as a benefit to the community.

III. **Obligations of CHAPTER.**

CHAPTER’s obligations under this Agreement shall include:

A. **Organizational Status.** CHAPTER warrants that it is incorporated as a nonprofit corporation in good standing or an unincorporated association in good standing as defined by the state or commonwealth in which the CHAPTER has its primary place of business, and that it shall remain in good standing.

B. **Organizational Structure.** CHAPTER warrants that the structure of the nonprofit corporation or unincorporated association is of at least five (5) persons and that each is personally members of the ASSOCIATION in good standing.

C. **Articles of Incorporation or Articles of Association.** As a
condition of receipt of this charter as a chapter of ASSOCIATION, CHAPTER heretofore provided to ASSOCIATION the ARTICLES OF INCORPORATION or ARTICLES OF ASSOCIATION of CHAPTER. CHAPTER agrees that its ARTICLES OF INCORPORATION or ARTICLES OF ASSOCIATION are, and shall remain, consistent in all material respects with the mission and purpose of the ASSOCIATION.

D. **Compliance with Laws.** CHAPTER warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable laws, regulations and other legal standards. Further, CHAPTER warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, CHAPTER warrants that it shall make all required filings, such as annual corporate reports and tax filings, which may affect its corporate or tax status.

E. **Recordkeeping, Reporting, and Inspection.** CHAPTER shall maintain all records related to its organizational and tax-exempt status and shall forward to ASSOCIATION copies of its Articles of Incorporation or Articles of Association, as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). CHAPTER shall maintain reasonable records related to all of its programs, activities and operations, CHAPTER shall submit regular written reports, no less than semiannually, to ASSOCIATION summarizing its programs, activities and operations, including but not limited to budget and financial statements. **Financial recordkeeping MUST be maintained in a computerized general ledger or bookkeeping software package, preferably in Quickbooks.** Upon the written require of ASSOCIATION and at ASSOCIATION’S expense, CHAPTER shall permit ASSOCIATION or ASSOCIATION’S designate agent to review appropriate records of CHAPTER pertaining to its programs, activities, and operations. Alternatively, upon the written request of ASSOCIATION, CHAPTER shall send to ASSOCIATION copies of such records within 14 days.

F. **Programs and Activities.** CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of ASSOCIATION, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials
available through ASSOCIATION in support of such programs and activities, when applicable. CHAPTER shall send ASSOCIATION on a regular basis a schedule of upcoming meetings and events, as well as other programs and activities that CHAPTER intends to sponsor or conduct. ASSOCIATION may, at its sole discretion, send representatives to observe such programs and activities.

In addition, the ASSOCIATION maintains the right to approve and authorize the official usage of each CHAPTER’S pink fire truck. Prohibited usage of the pink fire truck would include any and all opportunities that objectify women in a way that is inconsistent with the mission of the organization. This would include such items as parking the fire truck in inappropriate locations or utilizing for photographic opportunities with inappropriately dressed women that may be deemed offensive or insensitive to cancer patients. Additionally, Chapter and fire truck sponsorship is strictly forbidden to be from companies that fail to promote healthy lifestyles or from products that may be considered offensive in nature. Such sponsors as alcoholic beverage companies, adults only restricted products, or anything considered offensive are strictly forbidden.

G. Limited License. In accordance with ASSOCIATION’S nonexclusive grant to CHAPTER to be a chapter of ASSOCIATION in the Territory, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use (i) the names “Guardians of the Ribbon”, “Pink Heals Tour”, “Pink Heals”, “Cares Enough to Wear Pink”, “Pink Fire Trucks”, “Pink Army” logo of ASSOCIATION, and other ASSOCIATION trademarks, service marks, trade names, and logos (hereinafter collectively referred to as “Marks”), (ii) ASSOCIATION’s membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of ASSOCIATION located within the Territory (hereinafter collectively referred to as the “Contact List”), where applicable, (iii) all copyrighted or proprietary information and materials provided by ASSOCIATION to CHAPTER during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”) (the Marks, Contact List, and Proprietary Information are hereinafter collectively referred to as the “intellectual Property”) in or in connection with CHAPTER’s name and logo and for other official CHAPTER- related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ASSOCIATION.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of ASSOCIATION. The Intellectual Property may be used by CHAPTER
or ASSOCIATION if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by CHAPTER to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in party, by ASSOCIATION. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by ASSOCIATION. The interpretation and enforcement (or lack thereof) of these terms conditions, and compliance therewith, shall be made by ASSOCIATION in its sole discretion.

2. ASSOCIATION’S logo may not be revised or altered in any way, and must be displayed in the same form as produced by ASSOCIATION. The Marks may not be used in conjunction with any other trademarks, service marks, or other mark without the express prior written approval of ASSOCIATION.

3. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third-party to use the Intellectual Property without ASSOCIATION’s express written approval. CHAPTER shall not sell or trade the Intellectual Property without ASSOCIATION’s express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of ASSOCIATION, discredits ASSOCIATION or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between ASSOCIATION and CHAPTER, including but not limited to the fact that CHAPTER is a separate and distinct legal entity from ASSOCIATION.

4. CHAPTER shall maintain the confidentiality of the Contact List and shall not sell, trade, transmit, or otherwise disseminate the Contact List, in whole or in part, to any third party without the express prior written approval of ASSOCIATION.

5. In any authorized use by CHAPTER of the Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that ASSOCIATION may prescribe.

6. ASSOCIATION shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. ASSOCIATION reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its
sole discretion, that CHAPTER’S usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

7. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER’s obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

H. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data (“Confidential Information”) of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party’s Confidential Information without such other party’s consent. Each party’s Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third-party. Each party’s confidential obligations under this Section shall survive any revocation, surrender of other termination of this Agreement.

I. National Dues and National Tour.

1. Beginning January 1, 2014, each CHAPTER in existence over one (1) year is required to pay dues of $500 per year payable to the Host CHAPTER and due by the end of March each calendar year, which will be used toward the Pink Heals National Conference. Non-payment of dues will place CHAPTER on probation for a period not to exceed six (6) months. If CHAPTER is not current after the probation period, ASSOCIATION may place CHAPTER on suspension until all dues are current. The dues will be applied to costs associated with the Conference. In return, each CHAPTER will send two representatives, but must have at least one in attendance. If the CHAPTER would like to send additional representatives over the initial two (2), the CHAPTER will be required to cover all costs for additional attendees. CHAPTERS not attending the National Conference may be
placed on probation/suspension, at the discretion of the ASSOCIATION for a period not to exceed one (1) year. If CHAPTER fails to attend two (2) consecutive National Conferences, CHAPTER’S charter may be revoked.

2. Each chapter is required to participate in no less than ten (10) days of the National Tour each year and cover their own operating expenditures while on tour if and only if the National Tour travels within 100 miles of your geographical area. It is the responsibility of each Chapter President to inquire with Association on the route of the National Tour prior to schedule being released. If the National Tour will have stops in your geographic area, it is the Chapters responsibility to host a National Tour stop. Failure to abide by this may result in Chapter being in violation resulting in being placed on probation for a period not to exceed one year. Chapter will have one year to come into compliance before further discipline will be executed. Further discipline may result up to and may include Disassociation from the National.

3. If the CHAPTER is a host of the ASSOCIATION during the National Tour, it should be understood and agreed that the CHAPTER sells merchandise 364 days of the year in their respective area, and should not compete with the ASSOCIATION in selling said merchandise during the Tour stop. Selling merchandise while on Tour is the ASSOCIATION’s sole source of revenue to keep the National Tour trucks on the road. Unlike CHAPTERS, the ASSOCIATION accepts no donations. The CHAPTER should not sell anything during the tour visit.

J. Revenues. Donations to the chapter are intended to stay 100% within the local community to support chapter activities (fire truck expenses, maintenances, fuel, etc.) and local cancer awareness organizations and individuals in need.

K. Sale of Apparel and other Merchandise. Merchandise sold by each chapter MUST be approved by the national association in writing. This includes all logos, art, colors, styles, etc. for each and every item held for sale or worn by chapter members.

IV. Relationship of Parties.

The relationship of ASSOCIATION and CHAPTER to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other’s monetary credit in conducting any activities under this Agreement, or to represent to any third
party that CHAPTER is an agent of ASSOCIATION. It is understood, however, that the chapter will operate under the association’s 501 (c)(3) designation and must abide by all rules and regulations set forth in the Internal Revenue Code pertaining to such exempt organizations.

V. Indemnification.

CHAPTER shall indemnify, save and hold harmless ASSOCIATION, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees and expenses), and liabilities of every kind and character whatsoever (a “Claim”), which may arise by reason of (i) any act or omission by CHAPTER or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement. This indemnity shall require CHAPTER to provide payment to ASSOCIATION upon receipt of any Claim and shall grant to ASSOCIATION the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VI. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by ASSOCIATION to CHAPTER hereunder shall remain in full force and effect unless and until revoked by ASSOCIATION or surrendered by CHAPTER in accordance with the provisions of this Agreement. ASSOCIATION, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by ASSOCIATION to revoke CHAPTER’s charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided however, that ASSOCIATION shall provide CHAPTER with sixty (60) days from the date of such notice to cure any alleged breach of this Agreement. In the event that ASSOCIATION determines, in its sole discretion, that CHAPTER has not corrected the condition leading to ASSOCIATION’s decision to revoke CHAPTER’s charter, ASSOCIATION shall so notify CHAPTER in writing. The decision of ASSOCIATION shall be final.

B. Surrender of Charter. CHAPTER may surrender its charter by delivering to ASSOCIATION written notice of its intention to do so no less than fourteen (14)
days prior to the effective date of such surrender. In addition, CHAPTER shall, within thirty (30) days of the effective date of such surrender, (i) any and all financial records requested by the association during the period of association; (ii) remove all Intellectual Property from (a) any fire trucks and/or any other vehicle used or acquired by the CHAPTER and (b) signage used by CHAPTER; (iii) return to ASSOCIATION all marketing materials containing Intellectual Property; (iv) immediately cease all sales of apparel and/or merchandise containing Intellectual Property; (v) destroy or return any Intellectual Property contained in electronic format.

VII. Miscellaneous.

A. **Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties, after approval of the Board of Directors of ASSOCIATION.

B. **Warranties.** Each party covenants, warrants and represents that it shall comply with all laws, regulations, and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. **Waiver.** Either party’s failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. **Arbitration.** Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of Arizona in Maricopa County. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its attorney’s fees and costs associated therewith from the non-prevailing party. Each party hereby consents to the jurisdiction of the courts of the State of Arizona.

E. **Governing Law.** All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Arizona.
F. Assignment. This Agreement may not be assigned, or the rights hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors, and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining part of this Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally or by certified mail, with constructive receipt deemed to have occurred on the date of the mailing of such notice to the following addresses:

M. If too ASSOCIATION: Guardians of the Ribbon, Inc. Attn: Dave Graybill; 5110 North 44th Street, Suite L240 Phoenix, AZ 85018

If to CHAPTER: PINK HEALS (CHAPTER) of GUARDIANS OF THE RIBBON, INC.
By: (Print/Sign) Missy Miller/ Missy Miller

Its: (Title) President, New Chapter Growth

By: (Print/Sign) ______________________________________

Its: (Title) ______________________________________
To Whom It May Concern:

Thank you for your interest in aligning with the Pink Heals Program and your recent invitation to join your event. While we are dedicated to the support of all people battling illness or adversity we do not necessarily align ourselves with other non-profits and/or organizations. Decisions to participate or decline to participate in an event are made on a case-by-case basis using a core set of values as outlined below:

1. Fundraising and/or donated dollars will remain within the community, county or state.

2. 100% of donations will remain local with 0% being delivered to the parent headquarters of the non-profit or organization sponsoring the event (excluding monies for the operation of the actual event)

3. While we believe in raising money for research, we will only go to fundraisers that are raising money for research and then delivering the money to research facilities not to Non-profits that hold the money in the name of research.

4. The CEO/President (and their counterparts) should not have an annual salary and benefits package that exceeds that of the average police chief or fire chief in this country. Their retirement package/severance pay should be comparable as well. If the leaders of a non-profit have pay and severance packages that are excessive we believe that too much of the local communities efforts are going to sustain the people at the top, not help the person next door who desperately needs it.

We are all out there trying to make a difference and we know that you've worked tirelessly to put on your event! But we too have worked tirelessly to create a program that keeps your fundraising efforts local.

The presence of our vehicles at your event instills a sense of trust and credibility in the fundraising effort and the knowledge that monies will be kept within the state or even as close as next door. We believe that you should give 100% of the money raised by the people, right back to the people in that very community, county or state. If you feel your event meets these core rules/values we would be happy to participate and use our pink trucks to deliver your donated dollars to local charities as part of a celebratory event, free of charge.

If a fundraising event does not align with our core values than we must decline to participate. At this time we believe that your fundraiser or the organization you support does not meet our core values so we are declining your invitation. Please contact us for future events being held by your organization that fall within our guidelines. You may also contact our organization for assistance in creating events that guarantee your community keeps 100% of your fundraising dollars for local charities.

Sincerely,

Dave Graybill
Founder/President
ARTICLES OF INCORPORATION

I

The name of the corporation is: Guardians of the Ribbon to Pink Heals Inc.

II

This corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for:

Public and charitable purposes.

B. The specific purpose of this corporation is to support all types of cancer and other health and community wide support efforts that affect our women and their families. We’ve created a program to give away for free to our tax based groups and businesses, so they can fundraise without guaranteeing one specific charity all their money! They hold fundraisers using our program and then deliver all the money locally to other charities that support the local community. “We support our women and their families, not causes”. We keep our free labor and free money local.

III

The name and address in the State of Arizona of this corporation’s initial agent for service of process is:

Name Dave C. Graybill

Address 3145 E Chandler Blvd Suite 110 Box 533

City Phoenix State Arizona Zip Code 85048
IV

A. This corporation is organized and operated exclusively for **charitable** purposes within the meaning of Internal Revenue Code section 501(c)(3). **See attached official IRS document**

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to **charitable** purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable** purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3).
BY-LAWS OF THE
Pink Heals Cape Fear
Cape Fear NC Chapter
ARTICLE I
NAME AND REGISTRATIONS

Section 1. Name
The name of the Corporation shall be Pink Heals Cape Fear Inc. (hereinafter referred to as the “PHCF”).

Section 2. Registered Office and Agent
The Corporation shall maintain in the State of North Carolina a registered office and a registered agent whose office shall be identical with such registered office.

Section 3. Seal
The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words “Corporate Seal, State of North Carolina.”

ARTICLE II
PURPOSES

Section 1. Not for Profit
The Corporation is organized and shall operate as a not-for-profit Corporation, and shall have such powers as are now or may hereafter be granted by the laws governing not-for-profit corporations of the State of North Carolina.

Section 2. Purposes
The purposes for which the Corporation is organized subject to the limitations of Article VIII below are charitable, educational, and research, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, including but not limited to the promotion of education and activities in the field of Cancer Awareness. The PHCF shall receive funds and donations. The specific purpose of this corporation is to support
all types of cancer relief efforts and focus on women as a whole in whatever type of cancer they battle. We hold fundraisers and generate proceeds to help women to pay bills, help pay medical co-pays, research and/or general financial help for families that may be struggling.

**ARTICLE III**
**MEMBERS**

The Corporation shall have no members.

**ARTICLE IV**
**BOARD OF DIRECTORS**

**Section 1. General Powers**
The policies of the Corporation shall be established by its Board of Directors, which shall also promote the objectives and programs of the PHCF.

**Section 2. Composition, Tenure and Qualifications**
The Board of Directors shall be composed of (5) members. Board members will serve a 3 year term. All Board positions will be voted upon every 3 years, at the annual meeting. Members shall be appointed and elected on the basis of their related expertise, their knowledge of the emergent issues facing Cancer Awareness, and their agreement with and commitment to the purposes of the PHCF. There will be no limit on amount of terms.

**Section 3. Regular Meetings**
The Board of Directors shall meet at a time and place designated by the President, but not less than four (4) times per year. The annual meeting of the Board of Directors shall be held in November. Any and all elections shall take place at the annual meeting.

Business meetings may be called and held, at a time and place designated by the President or designee, for the intent of disseminating information to volunteers and public in attendance. Quorum rules do not apply to these meetings, however at least one board member must be present to preside over meeting.

**Section 4. Special Meetings**
Special meetings of the Board of Directors may be called by the President or a majority of the Board.

**Section 5. Notice**
Notice of any special meeting of the Board of Directors shall be given at least fourteen (14) days prior thereto by written notice delivered personally or sent by mail, FAX, or telegram to each trustee, deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by mail, such
notice shall be deemed to be delivered on the day following the day such notice is deposited in the United States mail. If notice is given by FAX or telegram, such notice shall be deemed to be delivered when the FAX or telegram is delivered to the telegraph company. Any trustee may waive notice of any meeting.

Section 6. Quorum
A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 7. Manner of Acting
Each member of the Board of Directors shall have one vote. The act of a majority – but not less than 3 – of the Board present at a meeting at which a quorum is present shall be the Act of the Board of Directors, except where otherwise provided by law or by these By-Laws.

Section 8. Informal Action by Directors
Any action required to be taken at a meeting of the Board of Directors or any action which may be taken at a meeting of Board may be taken and adopted by mail or FAX providing unanimous approval is received. Such action(s) may also be taken by telephone conference call; however, in the case of vote by telephone conference call adoption of any action shall require a vote of at least three 3 Board members, as in the case of regular or special meetings.

Section 9. Vacancies
Any vacancy occurring on the Board of Directors or any Directorship to be filled by reason of an increase in the number of Board, may be filled in the same manner as provided in the case of the original appointments at the next regular meeting of the Board.

Section 10. Compensation
Board members shall not receive any salaries for their services as a member of the Board. However, by resolution of the Board of Directors, expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board.

Section 11. Leave of Absence
A leave of absence shall be defined as a time no longer than three consecutive months. If a board member should need to take a leave of absence (s)he should notify the board by written notice delivered personally or sent by mail, FAX, or telegram to each trustee, deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by mail, such notice shall be deemed to be delivered on the day following the day such notice is deposited in the United States mail. If notice is given by FAX or telegram, such notice shall be deemed to be delivered when the FAX or telegram is delivered to the telegraph company. Board member must communicate an official transfer of all responsibilities to the President or designee, either by phone or
in person. In the event the leave of absence involves the President, all communications will be transferred to the Vice President.

ARTICLE V
OFFICERS

Section 1. Officers
The officers of the Corporation shall be filled from the membership of the Board as follows: President, Vice President, Secretary and Treasurer. The President, Vice President, Secretary and Treasurer shall perform their duties on behalf of the PHCF and shall serve the PHCF until their successors have been duly elected or appointed.

Section 2. Vacancies
A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by vote of the Board of Directors for the unexpired portion of the term.

Section 3. President
The President shall preside at all meetings of the Board of Directors and shall be President of the Board; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4. Vice President
In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and by subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 5. Secretary
The Secretary shall keep minutes of the meetings of the Board of Directors in books provided for the purpose, see that all notices are duly given in accordance with these By-Laws or law, be custodian of the Corporate records and see that the seal is affixed to all necessary documents (the execution of which is duly authorized), and in general, shall perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him/her by the President, Vice President, or the Board of Directors.

Section 6. Treasurer
The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable by the Corporation, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with
the duties incident to the Office of Treasurer and such duties as from time to time may be assigned to him/her by the President, Vice President, or the Board of Directors.

Section 7. Bond and Sureties
The Officers and Executive Director, if requested and required by law, or the Board of Directors, shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VI
ADVISORY BOARD

There shall be an Advisory Board, of unlimited number, comprised of volunteers that have knowledge or experience in a field that may be of interest to the success of the Corporation. The Advisory Board will only advise in the areas of expertise to the Board of Directors and will at no time have a vote or final say in said area. There shall be no term limit and said members will not need to be voted upon. Areas of interest may be, but not limited to; Accountants, Lawyers, Insurance Representatives, Politicians, other professional services, etc.

ARTICLE VII
COMMITTEES

Section 1. Committees of the PHCF
The Board of Directors, by resolution adopted by vote of the Board, may establish one or more committees, each of which shall include one or more Board members. The President of the Corporation shall appoint the chair and members thereof. The President, or other designate, shall serve as secretary of such committees. However, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or individual Board members, of any responsibility imposed upon them by law.

Section 2. Terms of Office
Each member of a committee shall continue as such until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 3. Vacancies
Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 4. Quorum
Unless otherwise provided in the resolution of the Board of Directors establishing a committee, a majority of the whole committee shall constitute a quorum and a majority of the total members of the committee shall be the act of the committee. If less than a majority of committee members is present at said meetings, a majority of the members
present may adjourn the meeting without further notice.

Section 5. Rules
Each committee shall follow Roberts Rules of Order unless it elects to adopt other rules for its own conduct that also are not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII
ADMINISTRATION

Section 1. Contracts
The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Purchase Orders, Etc.
All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by the President, or in such manner as from time to time may be determined by resolution of the Board of Directors. The President is authorized expenditures up to $500 without a meeting of the Board. Anything above this amount requires Board approval and 2 signatures on the check. There will be no split purchases.

Section 3. Deposits
All funds of the Corporation shall be deposited immediately to the credit of the Corporation in such banks, trust companies, or other depositories as the Treasurer may select.

Section 4. Gifts
The PHCF may accept, on behalf of the Corporation, any contribution, gift, bequest, or device for the general purpose or for any designated purpose of the Corporation.

Section 5. Books and Records
The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors and its committees. An audit shall be conducted annually.

Section 6. Fiscal Year
The fiscal year of the Corporation shall be 1 January to 31 December, unless otherwise specified by resolution of the Board of Directors.

ARTICLE IX
WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of
the General Not For Profit Corporation Act of the State of North Carolina or under the provisions of the Articles of Incorporation of these By-Laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the giving of such notice.

ARTICLE X
AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by not less than three (3) members of the Board at any regular meeting or at any special meeting, provided that at least fourteen (14) days’ written notice is given of intention to alter, amend, or repeal and to adopt new By-Laws at such a meeting.

ARTICLE XI
DISSOLUTION

Upon dissolution of the Corporation, all assets will be distributed amongst other non-profit corporations, at the choosing of the Board of Directors.