



## **Kids Cancer Foundation Third Party Fundraising Policies and Application**

The Kids Cancer Foundation is grateful to all those businesses, organizations and/or individuals who seek to conduct a third party event in support of our mission.

Protecting the Kids Foundation's hard earned reputation by being associated with quality third party events is more important than the incremental funds raised by those events. With this in mind, the undersigned agrees to the following when conducting third party events to benefit the Kids Cancer Foundation. No such event can be held without the prior written approval of the Kids Cancer Foundation.

Name/Title of Event: \_\_\_\_\_

Organizer Information Name of Contact: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Describe your relationship to the Kids Cancer Foundation: \_\_\_\_\_

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List of members of the planning committee: \_\_\_\_\_

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### **Event Information:**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

Briefly describe the event:\_\_\_\_\_

What is the cost to participate or attend?\_\_\_\_\_

How will the funds be raised?\_\_\_\_\_

What % of the funds will the Kids Cancer Foundation receive?\_\_\_\_\_

Will any other organizations receive proceeds from this event? YES NO

If yes, who?\_\_\_\_\_

Is there a sponsoring organization? YES NO

If yes, who?\_\_\_\_\_

Will alcohol be served at the event? YES NO

If yes, please provide details:\_\_\_\_\_

#### Budget Information

Anticipated total revenues: \$\_\_\_\_\_

Anticipated total expenses: \$\_\_\_\_\_

Anticipated total donation: \$\_\_\_\_\_

### **POLICIES**

#### **A. General Requirements:**

- The business/organization/individual (hereafter referred to as “your group”) will not open any bank accounts using the Kids Cancer Foundation’s name or Taxpayer Identification Number (TIN). Any check donations listing the Kids Cancer Foundation as “Payee” will be forwarded to the Kids Cancer Foundation for deposit in a Foundation bank account.
- Only donations made directly to Kids Cancer Foundation are tax deductible (to the extent permitted by law). Donations made directly to a third party event can thus be used to cover the event’s expenses, but they are not tax deductible.
- Due to limited personal resources, Kids Cancer Foundation cannot provide staff support to third party events, however; if your group would like a representative of the Kids Cancer Foundation to attend in

an official capacity (to welcome guests, thank participants, make any remarks, or join the ceremonies), please establish this request as soon as possible.

- Your group agrees to minimize expenses related to the third party event.
- Your group agrees to an “open book” policy, and to provide an event plan and budget, if requested.
- All fundraising is to be conducted for the exclusive benefit of the Kids Cancer Foundation. The Kids Cancer Foundation in advance of the event must approve any variance.
- The Kids Cancer Foundation does not release volunteer or donor names.
- A check for the third party event’s net proceeds (i.e. gross proceeds less all related expenses), must be delivered to the Kids Cancer Foundation within 30 days of the event’s conclusion.

## **B. Solicitation**

- The Kids Cancer Foundation cannot solicit for sponsorships, cash, or in-kind donations.
- The Kids Cancer Foundation’s Board of Directors must approve all solicitations of corporate gifts by your group before the company in question is approached, thereby avoiding duplication of efforts and excessive requests to any one potential donor.

## **C. Promotion**

- The official logo of the Kids Cancer Foundation should be appropriately used in conjunction with an event but may not be altered in any way.
- The Kids Cancer Foundation must review and approve all promotional materials including, but not limited to, advertising, letters, brochures, flyers, and press releases prior to production or distribution.
- The event must be promoted and conducted in a manner to avoid statement or appearance of the Kids Cancer Foundation endorsing any product, firm, organization, individual or service.

#### **D. Obligations and Contracts:**

- Only an authorized agent of the Kids Cancer Foundation can enter into any contract on behalf of the Kids Cancer Foundation or obligate the Kids Cancer Foundation to pay for any service or item connected with the event.

#### **E. Conduct and Decorum:**

- The Kids Cancer Foundation will not enter into any agreement for a third party event when there is a potential conflict of interest with the Kids Cancer Foundation's programs and policies.
- Each third party event shall be administered in a manner appropriate to the mission statement of the Kids Cancer Foundation. No offensive or unlawful conduct shall be associated with any third party event. In addition, any and all sponsors and vendors in said event must adhere to same policy. For purposes of this contract, offensive and unlawful behavior shall pertain to any conduct deemed offensive to the Kids Cancer Foundation in light of the Kids Cancer Foundation's mission statement and the fundraising purposes for which the third party event is conducted. The Kids Cancer Foundation reserves the right to withdraw its endorsement of any third party events deemed offensive under the above criteria. The Kids Cancer Foundation also reserves the right to refuse any fundraising proceeds from third party events deemed offensive.

#### **F. Liability Insurance:**

- Each event will be required to have in place general liability and property insurance limits of liability, which are reasonable in relation to the size, location, and nature of the event as determined by the Kids Cancer Foundation's Board of Directors.
- In addition, at any event in which beer, wine or other alcoholic beverages will be served; the event must also have in place liability insurance against liability that may arise as a result of serving such beverages.
- The Kids Cancer Foundation's Board of Directors must approve the limits of liability of insurance obtained with respect to any event at which alcoholic beverages will be served, in advance. Proof of all required insurance shall be submitted to the Kids Cancer Foundation's Board of Directors prior to the event.

**G. Indemnity:**

- Your group agrees to indemnify and hold harmless, Kids Cancer Foundation, its affiliates, officers, employees, agents, representatives, contractors, and licensees from and against all claims, losses, damages, liabilities, and expenses, including reasonable attorney’s fees, arising out of or occasioned by an act or omission of your group, or it’s officers, partners, employees, agents, contractors, licensees, guests, invitees, or attendees in connection with the third party event.

**H. Legal Requirements:**

- The Kids Cancer Foundation’s Board of Directors are pleased to provide your group with the general information needed to assist in meeting necessary legal requirements. However, the ultimate responsibility for meeting these obligations rests with your group. The Kids Cancer Foundation encourages your group to obtain qualified professional assistance in meeting these requirements and any information provided by the Kids Cancer Foundation should not be viewed as a substitute for such assistance or as legal advice.

The above guidelines have been read and agreed to by:

\_\_\_\_\_ Signature of Organizer

\_\_\_\_\_ Print Name

\_\_\_\_\_ Date

APPROVED BY:

\_\_\_\_\_

Kelly A. Wiener  
President, Executive Board of Directors

\_\_\_\_\_ Date