

## Ele's Place Ann Arbor Third-Party Fundraising Event Terms Agreement

We are delighted that you (the "Sponsor") are considering hosting a Third-Party Fundraising Event ("Fundraising Event"), including but not limited to, a fundraising event, project or activity, that will assist Ele's Place Ann Arbor in our mission of creating awareness of and support for grieving children, teens and their families. We have a very limited staff, so we are grateful to be the beneficiary of financial support as a result of Fundraising Events conducted by generous individuals, groups and organizations.

In order to ensure that all proposed Fundraising Events are in keeping with our organizational guidelines, and to comply with regulations pertaining to non-profit organizations, we require:

- Completion and return of the **Ele's Place Ann Arbor Third-Party Fundraising Event Application** ("Application") by the Sponsor for review prior to authorization to conduct a Fundraising Event. This Application should be submitted at least 15 days prior to the date of the Fundraising Event. The Events Coordinator will review the request, and all requests will be answered no later than 5 days after receipt.
- Use of the Ele's Place Ann Arbor name and/or logo will only be authorized after completion of the Application. Sponsor is authorized to use the name of Ele's Place Ann Arbor only in connection with the Fundraising Event, and only until the completion of the Fundraising Event, or termination of the **Ele's Place Ann Arbor Third-Party Fundraising Event Terms Agreement** ("Agreement").
- Any advertisements or press releases need to be approved by Ele's Place Ann Arbor prior to their release.
- Ele's Place Ann Arbor must approve all marketing material using the Ele's Place Ann Arbor name and/or logo. Ele's Place Ann Arbor reserves the right to decide not to participate in any Fundraising Event if it is deemed inappropriate, in conflict with another activity of the organization, or not of interest to our organization.
- The amount or percentage of monies donated to Ele's Place Ann Arbor must be included in all advertisements so that the public clearly knows what percentage of their funds will benefit Ele's Place Ann Arbor.
- Due to our limited staff, Ele's Place Ann Arbor cannot guarantee assistance promoting the event. If able, we will try to include events on social media.
- We must always be sensitive to the privacy of the children, teens and families who participate in Ele's Place Ann Arbor programing. Therefore, no child, teen or family member that is or has been associated with Ele's Place Ann Arbor may be featured in connection with the Fundraising Event.
- Sponsor agrees to comply with all necessary local or government regulations. This includes, but is not limited to, registering with the appropriate agencies, purchasing insurance, and following any rules of disclosure currently required by the IRS, and required licenses (such as raffle license) or permits.



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- The Sponsor holding the Fundraising Event intended to benefit Ele's Place Ann Arbor agrees to indemnify and hold Ele's Place Ann Arbor harmless from any and all claims that may arise as a result of the Fundraising Event.
- Due to the high level of demand on our staff and volunteers' time, Ele's Place Ann Arbor cannot commit the resources of its volunteers or staff.
- Ele's Place Ann Arbor cannot distribute to the Sponsor its donor, family or volunteer lists. Any endeavor which requires that Ele's Place Ann Arbor solicit its donors or Community Board of Directors to make or solicit purchases will not be accepted.
- Ele's Place Ann Arbor receives support from local businesses throughout our community. Ele's Place Ann Arbor shall not share its sponsor contact information to third parties and will only allow third parties to solicit on our behalf with prior approval.
- Ele's Place Ann Arbor cannot guarantee attendance, ticket sales, or in-kind donations.
- Ele's Place Ann Arbor cannot incur any Fundraising Event-related costs.
- The Sponsor is responsible for performing all things necessary for the successful completion of the Fundraising Event, and shall assume full obligation and responsibility for the payment of all expenses in connection therewith, without regard to the amount of funds collected for the Fundraising Event.
- Sponsor agrees to deliver to Ele's Place Ann Arbor, promptly after the completion of the Fundraising Event, the proceeds, including pledges.

I/We have read and agree to all the above terms of

this Agreement.

## SPONSOR:

Sponsor Name\_\_\_\_\_

Signature\_\_\_\_\_

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

Date

Date

## ELE'S PLACE ANN ARBOR:

Signature\_\_\_\_\_

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

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