



Hudson Valley Community Services

Third-Party Host Fundraising Event Agreement

Hudson Valley Community Services (HVCS) thanks you for your interest in hosting an independent third-party fundraising event to benefit HVCS. Events such as yours are important to HVCS' efforts to promote a better quality of life for low-income Hudson Valley residents living with chronic illnesses.

The following fundraising activities are prohibited in conjunction with third-party events for the benefit of HVCS:

1. Programs that raise money on commission;
2. Events involving the promotion of support of a political party or candidate, or those which appear to endorse a political activity; and
3. Direct solicitation (including but not limited to door-to-door canvassing, telemarketing, or internet).

HVCS may direct you, and you agree to comply with the direction, to cancel your event and withdraw any and all use of the HVCS name in association with your event. Such direction may occur for any reason, including HVCS' belief that an association with your event or any consequences that contribute to or result from your event may have a negative effect on the mission, credibility, or reputation of Hudson Valley Community Services.

THIRD-PARTY EVENT GUIDELINES

- I. **Promotion and Logo Usage**
 - a. HVCS has no fiduciary responsibility for your event(s) and assumes no liability for its planning or execution, including all promotion, set-up, staffing (including volunteers), or the collection and management of funds/donations.
 - b. You may request the use of an electronic format logo which you may freely use in the promotion and carrying out of your event. You are strictly prohibited, however, from using any other trademark, service mark, logo or copyrighted material of HVCS for your event(s) without the express written consent of HVCS.
 - i. You may not make any changes to the HVCS logo, including but not limited to scaling or resizing it in a manner which disrupts its aspect ratio (stretching or distorting it), altering colors, or separating its design elements.
 - c. HVCS does not endorse products, firms, organizations, individuals, or services. Accordingly, your event(s) must be promoted and conducted in a manner that avoids any statement or appearance of an endorsement by HVCS.
 - d. All promotional materials must clearly state that your event is raising funds that will benefit Hudson Valley Community Services rather than an event hosted by Hudson Valley Community Services, and include the percentage or amount that will be donated to HVCS.
 - e. HVCS' staff role is to support approval of third-party event. HVCS can also provide logos, materials, and other supporting documents as appropriate. HVCS cannot guarantee that its staff will attend third-party events; staff members may attend when available.

- f. HVCS will not solicit sponsors or auction items for your fundraising event, and does not provide any donor, volunteer, or celebrity contact information, mailing lists, press contacts, press releases or formal advertising. Any assistance with event promotion provided by HVCS is purely at the discretion of HVCS and is dependent on resources available at the time.
- g. If you would like an HVCS representative to accept donations from your third-party event in person, such as a check presentation, HVCS will need four (4) to six (6) weeks' notice of the desired date.

II. Finance and Tax Rules

- a. HVCS will process only the final net proceeds of the event(s). Under no circumstances will third-party event revenues and expenses flow through HVCS.
- b. HVCS must receive all net proceeds within thirty (30) business days of the conclusion of each event and/or promotion. The event host will also provide HVCS with a completed Host Report Form recording the net donation and individual contributions.
- c. Only your individual donors who have written checks to HVCS will receive an official acknowledgement from HVCS.
- d. You may not establish a bank, deposit or transaction account in the name of HVCS. If payments are made to the organizer, and the event organizer is not an IRS qualified organization, the payments will not be deductible for income tax purposes. If the payments are made to HVCS, donations to HVCS are typically tax deductible, though you should consult your tax advisor.
- e. You cannot utilize HVCS' sales tax exemption(s) on purchases made for a third-party event, including but not limited to supplies, vendors, or catering costs.
- f. In keeping with fundraising standards, no more than 25% of gross revenue from the event may be spent on event expenses. At least 75% of gross revenue must go to HVCS, and all material publicizing the event must list the percentage that HVCS will receive. For example, promotional/marketing materials should state: "HVCS will receive at least 75% of the proceeds collected for this event."

III. Collateral and Communications

- a. Invitations, press releases, brochures, and all other written communication must be approved by HVCS before printing or before going live via the internet.
- b. If there is an error in the print material(s), and said materials were printed without approval from HVCS, HVCS has the full authority to request reprints and/or revisions, at the financial expense of the event host.

IV. Liability and Cancellation:

All third-party events must:

- a. Comply with all federal, state and local laws applicable to any event, including fundraising rules and regulations.
- b. Determine the extent of and obtain its own liability insurance for the event sufficient to cover any claim that may arise out of the event. HVCS will not provide our liability insurance for third-party events, regardless of special circumstances that may arise.
- c. The third-party event organizer agrees to indemnify and hold HVCS harmless from and against any and all losses, damages, costs, attorney's fees, expenses, and liabilities incurred in connection with, or with the defense of, any claim or action or proceeding arising out of or incurred in connection with the event.

- d. Obtain all permits and/or licenses necessary for fundraising in the city in which the event is to occur, the sale or service of liquor, and the hosting of raffles and/or games of chance.
 - i. HVCS' Director of Public Relations and Resource Enhancement must see all copies of permits and approve them prior to the approval of the event.
- e. Obtain a letter from the main point of contact at the venue or host of the event, confirming agreement with the event date, time, and location of the event, as well as understanding that the event is third-party hosted by an independent event host.
 - i. This letter must be presented for HVCS' Director of Public Relations and Resource Enhancement prior to approval of the event.
- f. Inform attendees and participants that the event is not produced, supervised or sponsored by HVCS and that HVCS is neither responsible nor liable for any acts or omissions related to the event.

V. Media

- a. HVCS needs to be informed of and approve all press and media coverage for third-party events.

You, as the third-party independent event organizer, must register your event at least thirty (30) business days in advance with HVCS by accepting this agreement:

“I accept and agree to abide by the terms of these guidelines with respect to my event(s) to benefit Hudson Valley Community Services. I hereby release and agree to indemnify and defend HVCS, its officers, directors, employees and agents from any and all claims, loss, liability, damages, and expenses (including reasonable attorney’s fees and other costs of litigation) imposed against or incurred by HVCS arising out of or related to any event I host or any violation by me of these Host Guidelines.”

Name: _____

Signature: _____

Date: _____

Third-Party Fundraising Event Form

Contact Information

Name: _____

Company Name: _____

Event Planner (if different): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Describe your relationship with HVCS: _____

Event Details

Please provide a brief description of the event.

Date: _____ Time: _____ Admission/Ticket \$ _____

Location: _____

Location Address: _____

Event Concept: _____

Do you or your event planners have any prior experience in producing an event of this type?

Do you have any committed underwriters or sponsors for this event? _____

How will HVCS benefit from this event?

Fundraising goal: \$ _____ Budgeted expenses: \$ _____

Net proceeds: \$ _____ Percentage to be donated to HVCS: _____

Other benefits: _____

Please detail what types of support you are requesting from HVCS (electronic version of our logo, brochures, program or medical information):

Do you have any existing relationships with the media regarding publicity and marketing for this event? Do you plan on inviting the media to your event? _____

Briefly describe your marketing/advertising plan. _____

Are there any deadlines HVCS should be aware of?

Please use this space for additional comments or questions.

Please mail this agreement, along with applicable permits and letters from event venues/hosts confirming the event date, time and location (see section IV) to:

HVCS attn: PR & RE Dept.

40 Saw Mill River Road

Hawthorne, NY 10532

Fax (914) 785-8326 or

Email jdewey@hudsonvalleycs.org

Once HVCS has received this information, the Public Relations & Resource Enhancement department will review the proposal and make a determination within 10 business days. You will receive an official letter from HVCS signifying our receipt of your signed "Host an Event Agreement" Form, indicating approval of your third-party event. If HVCS has questions or needs clarification regarding your third-party event, a representative will be in touch with you via phone or email.

You will also receive a post-event Host Report Form and return envelope for ease in turning in your collected contributions.

Thank you for your interest in supporting the programs and services of Hudson Valley Community Services!