



**Please return completed form to:**

Susan G. Komen Minnesota

960 Southdale Center

Edina, MN 55435

Fax: 952-746-1763 or events@komenminnesota.org

## Fundraiser / Event Agreement

### Contact Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

### Event Information

Name of Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Event Location: \_\_\_\_\_ Event Hours: \_\_\_\_\_

Event Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Expected Number of Attendees: \_\_\_\_\_ Expected Donation Amount: \_\_\_\_\_

Targeted Audience (Gender, Age, Survivors, etc.): \_\_\_\_\_

Event Publicity or Promotion: \_\_\_\_\_

\_\_\_\_\_

Potential Sponsors / Underwriters: \_\_\_\_\_

\_\_\_\_\_

Applicant affirms by signing that they have read and agree to adhere to the Third Party Event Guidelines. Susan G. Komen Minnesota is not liable for any party or vendor for any fees, costs, or payments of any kind. Applicant agrees to indemnify and hold harmless Komen Minnesota against any claims by third parties or vendors for such fees, costs, or payments incurred pursuant to this agreement. The parties in this agreement are not joint ventures, partners nor representatives of each other and such parties have no legal relationship.

Signature

Date

**For Office Use Only**

Logos \_\_\_\_\_ Literature \_\_\_\_\_ Entered \_\_\_\_\_ Donation Amt Rec'd \_\_\_\_\_



## **3<sup>rd</sup> Party Event Guidelines**

**There are several rules and guidelines for 3<sup>rd</sup> Party Events which must be followed in order to comply with IRS regulations.**

**A 3<sup>rd</sup> Party Event is an event, activity or promotion that:**

- Benefits Susan G. Komen Minnesota (Minnesota Affiliate or Affiliate)
- Is conducted or promoted by an individual or organization unrelated to the affiliate
- Is separate from the Minnesota Affiliate, Affiliate activities, and Affiliate resources
- \*Examples: Product or Store Promotion, Sporting Event, and/or Entertainment Event

**The 3<sup>rd</sup> Party should be primarily responsible for ALL aspects of the Event including:**

- Organizing
- Operations/logistics
- Obtaining a Letter of Agreement from the Affiliate
- Promotion/Publicity/Advertising
- Legal liability and insurance
- Financial liability
- All agreements relating to fundraising activities conducted by a third party on behalf of Affiliate shall be in writing.
- As a responsible steward of public funds, the Minnesota Affiliate keeps expenses at or below 25% of gross revenues as we advance our mission to eradicate breast cancer as life-threatening disease. Likewise, we expect any individual or organization that organizes and conducts an event to benefit us to ensure that the expenses incurred in connection with the event do not exceed 25% of gross revenues generated by the event. Exceptions may sometimes be made of the first-year events, on a case- by case basis.
- You will be responsible of obtaining any necessary permits for the event, and for obtaining general liability insurance for the event. The following entities must be named as additional insured's on the liability insurance for the event.

Susan G. Komen  
5005 LBJ Freeway, Suite 250  
Dallas, TX 75244

Susan G. Komen Minnesota  
960 Southdale Center  
Edina, MN 55435

- If you conduct an athletic or sporting event, you must require all participants to sign a waiver/release and must retain those waiver/releases for an agreed-upon period of time following the event.
- All products or other items that will be sold at or in connection with the event must be non-controversial in nature and approved in advance by the Minnesota Affiliate. For example, Komen

Minnesota cannot benefit directly from the sale of alcohol, tobacco, medical or health insurance, firearms, sexually explicit items or gambling.

**-All products or other items that will be sold at or in connection with the event must be sold locally and may not be sold nationally or via the internet. *Please contact us for more information regarding events with a national sales or internet sales component.***

-The Minnesota Affiliate works with various underwriters and sponsors in connection with the events that we conduct. **In order to ensure that there is no conflict with our sponsors or underwriters, you must inform us of any potential event sponsors or underwriters for your event before you secure them.**

-All publicity material related to the event must be reviewed and approved by the Affiliate *before it is printed or distributed*. This includes, but is not limited to, invitations press releases, newspaper or newsletter articles, merchandise, and etc.

-In accordance with the Better Business Bureau Wise Giving Alliance's guidelines for charitable promotions, all advertising and promotional materials for your event must clearly disclose to public the specific amount of money from the consumer's purchase that will be donated to the Minnesota Affiliate. (e.g., "\$10 of each ticket purchased," "10% of the sales price of the product," etc.)

**The Affiliate may passively promote the event by:**

1. Including the event on a calendar of upcoming events that will benefit the Affiliate
2. Acknowledge the event, but cannot promote or solicit participation
3. Linking to a website home page of a 3<sup>rd</sup> Party's website:

-Use of a hyperlink to a 3<sup>rd</sup> Party website is allowable as a passive acknowledgement.

4. Providing resources for a breast health table at the event (and staffing the table, if requested)
5. Serving as a guest speaker and/or emceeding the event
6. Providing a representative at the event for a check presentation
7. Providing volunteers to help at the event, subject to certain limitations listed below
8. Accepting and acknowledging individual donations made directly to the Affiliate (Donation checks written directly to the Affiliate which are separate from event fees)

**The Affiliate cannot actively promote the event by:**

1. Mailing invitations to Affiliate's constituents
2. Allowing 3<sup>rd</sup> Party to use Affiliate mailing list
3. Soliciting sponsorships or donations for the event
4. Endorsing the event, organizers or product
5. Allowing the 3<sup>rd</sup> Party to use its tax ID number (EIN) to avoid sales tax on purchased items
6. Paying the event expenses
7. Reimbursing the 3<sup>rd</sup> Party for event expenses
8. Providing insurance for the event
9. Opening a bank account for the event or allow a 3<sup>rd</sup> Party to open a bank account in the Affiliate's name
10. Allowing event fees or sponsorships to be paid directly to Komen
11. Allowing any activity that implies payments are tax-deductible to the participant
12. Issuing acknowledgement letters to anyone other than the 3<sup>rd</sup> Party

- a. Unless the donation is made directly to the Affiliate and is separate from the event participation fee.
- b. The Affiliate cannot acknowledge event fees or sponsorships, since these are paid directly to the 3<sup>rd</sup> Party

13. Providing volunteers to:

- a. Serve on event organizing/planning committees
- b. Serve in a leadership role at the event
- c. Have a decision making authority at the event or over event operator
- d. Sell tickets, accept admission fee or otherwise handle event proceeds