

Third Party Fundraiser Guidelines and Agreement

Thank you for your interest in hosting a third party fundraising event to benefit Share Pregnancy & Infant Loss Support, Inc. (Share). These types of events help us raise important funds each year, and we are grateful for your support. A third party fundraising event is any activity by a non-affiliated group or individual, where Share has no fiduciary responsibility and little to no staff involvement. These events are hosted by an outside party who wishes to hold a promotion, event, or sale to benefit Share.

Due to the high volume of third party requests, unfortunately we cannot personally participate in each event, but will provide informational materials about Share to assist in promotional efforts (when applicable).

In order to preserve the integrity of the Share name and establish expectations for every involved party, Share must approve all events in advance. **Please fill out the form below and the attached agreement** *prior to promoting your third-party event*. Together, we will discuss your plan and provide guidance for success!

Due to federal regulations and Share policy, Share is unable to:

- Provide our tax exemption number
- Offer funding or reimbursement of expenses
- Share mailing lists of donors or vendors
- Provide Share stationary
- Guaranteed attendance of Share staff or volunteers at the event

Please contact, Sarah Purcell with questions, at 636-947-6164, spurcell@nationalshare.org or suggestions on types of third party events. Thank you for your interest and support!

Third-Party Event Policies

- As the originator of a third-party event or project, you are considered the event organizer. The organization, promotion and execution of the event are your responsibility.
- Third-party events may not be represented as events sponsored by Share.

- Promotions for the event should reflect Share as a beneficiary, and not conducting the event (i.e. "proceeds from XYZ Golf Tournament will benefit Share Pregnancy & Infant Loss Support").
- All potential event organizers must complete the Special Event or Project Proposal form and return it to Share prior to conducting or publicizing the event.
- If your third-party fundraising event is approved, you will receive a letter of authorization from Share Pregnancy & Infant Loss Support, Inc. to validate the authenticity of the event and its organizers. Approval status will remain in effect for 12 months from the date of the letter authorization so long as the activity is consistent with what has been approved. After 12 months have expired, organizers must reapply using this same process.
- All additional activities pursued by your group for the benefit of Share Pregnancy & Infant Loss Support, Inc. need to be reported and approved.
- For Share Staff to be involved in marketing (emails, social media, etc), event must profit at least \$500.
- You will receive written notice if your third-party fundraising event is not approved.
- Before distribution to the public, Share Pregnancy & Infant Loss Support, Inc. must approve all event-related publicity in which the Share name and/or logo are used. The names and logo must be used in accordance with Share graphic guidelines and standards.
- In order to avoid conflicting fundraising efforts, please notify Share before you solicit any donations for your event or in-kind gifts (such as food, printing, etc.).

Event Expenses

- If you must buy goods or services for the event and expenses will be incurred, please consider the following:
 - Expenses incurred for conducting the event are the responsibility of the hosting volunteers and the organizer of the event.
 - Share will NOT be liable for any costs or expenses.
 - Share will not reimburse organizer for the purchase of goods for a thirdparty event. No goods may be charged to Share for any reason.

Event Income

- The event organizers are responsible for maintaining accounting for the event.
- Only checks payable to Share, and cash donations clearly labeled with the donors information, will be provided with a tax deductible acknowledgment letter in accordance with IRS and state tax regulations.

- Organizer agrees to inform Share of any effort to recruit major financial underwriters to ensure there is no duplication of underwriting efforts already underway.
- Event proceeds should be submitted to Share within two (2) business days following the event to receive proper recognition and tax information.
- All checks for event proceeds should be made payable to "Share Pregnancy & Infant Loss Support, Inc." Contributions are tax-deductible only if there are made directly to Share, not the third-party event organizer.

Event Insurance and Liability

- The event organizers are responsible for obtaining any necessary permits and clearances required by local and state government and complying with all applicable laws, and also obtain appropriate insurance coverage as necessary.
- Share cannot be held liable for details associated directly or indirectly with the event, including, but not limited to: expenses, purchases, insurance or liability coverage.

Contact name:	Title:
Organization:	Website:
Address:	
City:	State: Zip:
Phone:	Email:
Preferred contact method:	PhoneEmail
Proposed Event (Please be a	s detailed as possible.)
Description:	
Location:	
Date and Time (If TBD, list app	roximate):
Anticipated gross income of ev	nt (event must be at least \$250 profit, please see event policies
\$	
Sources of income (i.e. ticket sa	les, sponsorships, auction, etc.):
Anticipated Sponsors, if any:	
Anticipated number of attende	2S:
How will you promote the even	t?
Other Notes/Details:	

The event organizers are responsible for all details of the event, including but not limited to: event underwriting, event expenses, volunteer recruitment, promotional materials, all day-of needs, obtaining necessary liability insurance and permits (i.e. raffles).

Please return the completed form and attached signed agreement to Share Development Director, 402 Jackson, St. Charles, Missouri, fax: 636/947-7486 or email: <u>spurcell@nationalshare.org</u>.

Thank you for your support of Share Pregnancy & Infant Loss Support, Inc. 402 Jackson Street, St. Charles, Missouri 63301 Phone: 636/947-6164 Fax: 636/947-7486 1. The Term of the Agreement will be from the date it is signed by both parties to _____

_____. The parties may mutually agree in writing to extend the date the Agreement expires prior to its expiration.

2. Share shall review and approve all Event sponsors and promotional materials prior to distribution. All uses of the Share name and logo must be consistent with the marketing standards of Share.

3. Share receives ______ percent of the net proceeds generated by this Event. Such funds should be sent to Share at the address listed below and will be received from the Third Party on or before

4. Since Share may be the recipient of funds from its participation in other similar Events, it is understood and agreed that this Agreement creates no exclusive rights to the Third Party for this Event.

5. Share reserves the right to inspect the financial records of the Third Party regarding the funds collected as the result of the Event.

6. The Third Party agrees that it will comply with all state and/or municipal charitable solicitation statues and/or ordinances which purport to affect or apply to the Event. The Third Party agrees that it will not use the Share tax exemption in any manner as a part of the Event, nor will the Third Party represent to the public that it enjoys any tax exempt rights or privileges as a result of its participation in the Event.

7. Share assigns Sarah Purcell, Development Director, as its representative. All Share approvals and authorizations are to be secured through this representative.

8. This Agreement constitutes the sole agreement between the parties and no amendment, modification, or waiver of any of the terms and conditions shall be valid unless in writing.

9. Share reserves the right to terminate the Agreement at any time if it determines that such termination is in its best interests by giving ten (10) days written notice to Third Party. Any default in, or breach of, the terms and conditions of this Agreement by Third Party will result in its immediate termination, upon written notification to that effect from Share to the Third Party.

10. Share will incur no financial liability for the Event. All financial liabilities will be assumed by the Third Party. Neither Share or its employees or volunteers will be liable for any injury or death of any participant, customer or workman employed in connection with the conduct of the Event or the care and maintenance of any equipment used in the Event, or the surrounding grounds, buildings, and facilities or any other employees of any place where the Event shall be conducted nor shall Share or its employees or volunteers be liable for any property damage which may occur during the term of the Event covered herein. The Third Party will indemnify and hold Share and its employees and volunteers harmless against and from any and all suits, claims, demands, liabilities, costs and expenses, (including reasonable counsel fees whether incurred in preparation of trial, at trial or on appeal), arising out of the Event or related to the condition of any equipment used and/or surrounding facilities; provided, however, that the Third Party shall not be obligated to indemnify or hold harmless Share and its employees and volunteers with respect to any suit, claim, demand, liability, cost or expense arising out of or related to, the negligence, recklessness or willful misconduct of Share and its employees and volunteers.

11. This Agreement is made in and shall be governed by the laws of the State of Missouri.Dated this ______ day of ______ 20____.

THIRD PARTY

SHARE PREGNANCY & INFANT LOSS SUPPORT, INC.

Signature

Sarah Lawrenz, Executive Director

Address