



THIRD-PARTY EVENT AGREEMENT

Thank you for organizing an event to benefit Big Brothers Big Sisters of Central Ohio (BBBSCO). As BBBSCO is a public 501c3, it is responsible for managing its funds responsibly and prudently. Further, BBBSCO is committed to the highest standards of charitable accountability, compliance with laws and regulations and ethical fundraising. We ask all event organizers who are conducting events on behalf of the BBBSCO to sign the below agreement.

1. **Fundraising Activity.** Third-Party Event Organizer (“**Organizer**”) will host one or more fundraising activities (each, an “**Event**”) for the benefit of BBBSCO. Organizer agrees to certain restrictions on the scope of the Event Organizer conducts.

- (a) Organizer is responsible for being aware of and complying with any and all laws, rules, and regulations applicable to organizing the Event.
- (b) The Event shall not consist of any sales campaign in which a consumer action, such as the purchase or use of goods or services, will benefit BBBSCO (e.g. “buy this product/service and X% of the sales price will be donated to BBBSCO.”). Such events require a separate signed Commercial Co-Venture Agreement between the person/company conducting the sales and BBBSCO. Decisions on these campaigns will be made on a case-by-case basis.
- (d) Should the Organizer choose to serve alcohol during the Event, BBBSCO recommends Organizer do so via a “cash bar” and that the responsibility of serving the alcohol to participants remain with a third party such as a licensed bartender/caterer/venue staff. Organizer agrees to indemnify, defend and hold harmless BBBSCO for any liability associated with the serving of alcohol at the Event.

2. **Intellectual Property and Publicity.** In connection with the Event, BBBSCO grants to Organizer a limited, non-exclusive, non-sublicensable license to use the proud supporter badge to promote the Event. Upon execution of this Agreement, the BBBSCO proud supporter badge will be provided to Organizer. The BBBSCO proud supporter badge must be used appropriately in conjunction with the Event and may not be altered or used for any other purpose. Any other use of BBBSCO’s name, logos or trademarks or any other indication to the public that the Event is being held for the benefit of BBBSCO must be approved by BBBSCO. BBBSCO does not permit use of its logo for Wrap-Around Events. Any use by Organizer of BBBSCO’s name, logos or trademarks on websites, Facebook event pages, and other social media accounts must be pre-approved by the BBBSCO Assistant Vice President of Marketing and Public Relations. The Assistant Vice President of Marketing and Public Relations may take up to two (2) weeks to approve such use.

3. **Event Proceeds.**

- (a) The Organizer may not set up a bank account or any other accounts, such as PayPal or eBay, in BBBSCO’s name or use the BBBSCO’s tax identification number.
- (b) BBBSCO prefers to receive a net check for Event proceeds. In these instances, BBBSCO may provide an acknowledgement that funds from the Event were received, but this should not be construed as a tax receipt as the check represents funds raised at the Event.

- (c) In the rare instance that the Organizer receives a contribution made payable directly to BBBSCO, the donation must be forwarded to the BBBSCO office to be processed and should not be deposited in an Organizer's event account. When sending contributions payable to BBBSCO in which the participant receives goods/services in return, the Organizer must provide BBBSCO with the value and description of such goods and/or services in order to ensure proper tax receipting by BBBSCO.
- (d) All fundraising is to be conducted for the exclusive benefit of BBBSCO.

4. Auctions. If the Event includes an auction, all items made payable to BBBSCO are subject to:

- (a) Applicable state sales tax at the effective rate of the state and/or county in which the auction is held. BBBSCO will remit these tax amounts to the appropriate entities.
- (b) Review by BBBSCO on approved auction items (e.g., no medical procedures, risky events, etc.).
- (c) Receipting based on the fair market value and description of the item (to be provided by the Organizer).

5. Books and Records. The Organizer must have an "open book" policy and maintain adequate records of revenue and expenses. When submitting funds to BBBSCO, the attached Third-Party Event Accounting should be provided as documentation of the funds raised. In addition, BBBSCO reserves the right to view detailed accounting records of revenue and expenses (e.g., receipts, invoices, etc.)

6. Submitting Amounts. Every effort should be made to submit the net proceeds to BBBSCO within 45 days after the Event. If you are unable to do so, you must provide a reasonable written explanation as to why the funds will not be provided in that timeframe and the date the funds will be remitted. The check representing the net proceeds should be made payable to "Big Brothers Big Sisters of Central Ohio." If there is additional money to be collected from the Event, the Organizer should continue to provide BBBSCO with written updates on a monthly basis until all funds are transmitted to BBBSCO.

Please remit the funds you raised on behalf of BBBSCO to:

Big Brothers Big Sisters of Central Ohio
1855 E. Dublin Granville Rd., First Floor
Columbus, OH 43229-3516

7. Liability. Organizer assumes any and all risks for expenses and liabilities and agrees to indemnify, defend and hold harmless the BBBSCO from any and all claims, obligations or liabilities associated with this fundraising activity. Organizer represents and warrants that it has adequate insurance coverage against liabilities that may occur as a result of its activities under this Agreement. Organizer shall provide BBBSCO with certificates of insurance evidencing such coverage upon request. In some instances, Organizers may become involved with various vendors in support of this fundraising activity. It is recommended that vendors provide evidence of insurance and include the Organizer as additionally insured.

8. BBBSCO Materials. BBBSCO may provide BBBSCO brochures, pamphlets and other informational materials, promoting and explaining BBBSCO, its mission, goals, and accomplishments to Organizer. Organizer must provide advance notice regarding the quantities needed for an Event.

9. Limitations on BBBSCO's Involvement. BBBSCO will not and cannot in any capacity serve as a sponsor nor can it enter into any agreement (including, but not limited to permits, venue contracts, catering contracts, etc.) in support of Organizer's Event.

