



Noah's Ark

ANIMAL WELFARE ASSOCIATION

Third-Party Host Fundraising Event Agreement

Noah's Ark Animal Welfare Association (NAAWA) thanks you for your interest in hosting an independent third-party fundraising event to benefit NAAWA. Events such as yours are important in NAAWA's efforts to raise funds and awareness of our programs and services.

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

1. Programs that raise money on commission;
2. Events involving the promotion or 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).

NAAWA may direct you, and you agree to comply with the direction, to cancel your event and withdraw any and all use of NAAWA's name in association with your event. Such direction may occur for any reason, including NAAWA 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 NAAWA.

THIRD-PARTY EVENT GUIDELINES

I. Promotion and Logo Usage

- NAAWA 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.
- 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 materials of NAAWA for your event(s) without the express written consent of NAAWA.
- NAAWA 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 of NAAWA.
- NAAWA staff role is to support approval of third-party events. NAAWA can also provide logos, materials, and other supporting documents as appropriate. **NAAWA staff typically do not attend third-party events due to multiple existing events and priorities being run by NAAWA.**

- NAAWA 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.

II. Finance and Tax Rules

NAAWA will process only the final net proceeds of event(s). Under no circumstances will third-party event revenues and expenses flow through NAAWA accounts. NAAWA must receive all net proceeds within three (3) business days of the conclusion of each event and/or promotion. The event host will also send NAAWA a completed Host Report recording the net donation and individual contributions.

NOTE: Only your individual donors who have written checks directly to Noah’s Ark Animal Welfare Association will receive an official acknowledgement from Noah’s Ark Animal Welfare Association.

You may not establish a bank or other deposit or transaction account in the name of NAAWA. If payments are made to the organizer, and the event organizer is not an IRS-qualified charitable organization, the payments will not be deductible for income tax purposes. If the payments are made to NAAWA, donations are typically tax deductible, though you should consult your tax advisor.

NAAWA sales tax exemption(s) (on purchases) cannot be extended to any event or fundraising effort.

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 NAAWA, and all material publicizing the event must list the percentage that NAAWA will receive.

- *(For example, promotional/marketing materials should state, “Noah’s Ark Animal Welfare Association will receive at least 75% of the proceeds collected for this event.”)*

III. Collateral and Communications

Invites, press releases, brochures, and all other written communication must be approved NAAWA before printing or going live via the internet.

If there is an error in the print material(s), without approval from NAAWA we have 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 do the following:

- Comply with all federal, state, and local laws applicable to any event, including fundraising rules and regulations.
- 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. **NAAWA will not provide our liability insurance for third-party events regardless of special circumstances that may arise.** The third-party event organizer agrees to indemnify and hold NAAWA 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.

- 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.
- NAAWA's Executive Director must see all signed copies of permits and approve them prior to approval of the event.
- 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] is required to be presented to NAAWA prior to approval of the event.
- Inform invitees and participants that the event is not produced, supervised, or sponsored by NAAWA and that NAAWA is neither responsible nor liable for any acts or omissions related to the event.

V. Media

Noah's Ark Animal Welfare Association must be informed of and approve all press and media coverage for third-party events. Media training may be required by NAAWA.

VI. Miscellaneous

You, as the third-party independent event organizer, must register your event 30 business days in advance with NAAWA by accepting this agreement.

I accept and agree to abide by the terms of these guidelines with respect to my Third-Party Event(s) to benefit NAAWA. I hereby release and agree to indemnify and defend Noah's Ark Animal Welfare Association, its officers, directors, employees and agents, from and against any and all claims, loss, liability, damages and expenses (including reasonable attorney's fees and other costs of litigation) imposed against or incurred by NAAWA arising out of or related to any event I host or any violation by me of these Third-Party Host Fundraising Agreement guidelines.

Name _____

Signature _____

Date _____ Contact Number _____

This agreement is not valid until signed by Noah's Ark Animal Welfare Association Executive Director.

Noah's Ark Animal Welfare Association Authorized Signature

Date _____ Contact Number _____

THIRD-PARTY EVENT
for
Noah's Ark Animal Welfare Association
HOST AN EVENT AGREEMENT

Name of Host _____

Organization _____

Address _____

Phone _____ Fax _____

Email _____

Please provide the following details about your event:

Event Date _____ Event Time _____

Location (full street address, city/state/zip): _____

Name of Event / Type of Event: _____

Anticipated number of attendees: _____

Please list all key individuals and organizations involved with this event, with their affiliations: What is the total amount of revenue you estimate will be generated from the event?

Total revenue anticipated \$ _____

Total expenses projected \$ _____ (not to exceed 25% of revenue)

Estimated amount that will be donated \$ _____

Other _____

Please answer the following questions and submit with your "Third Party Host Agreement" packet.

How will you promote the event (invitations, brochures, posters, media?), and to whom (family and friends, the general public, work colleagues)?

Would you like to receive an electronic version of a logo to use on your promotional materials?

(Circle one) yes no

Would you like to receive educational materials about NAAWA to have on display at your event?
(Circle one) yes no

Why did you elect to raise funds for NAAWA?

Have you participated in any activities of NAAWA (conferences, support groups, other fundraising activities)?

(Circle one) yes no

If yes, please describe which ones.

***Thank you on behalf of Noah's Ark Animal Welfare Association for your efforts
to raise funds in support of our mission.
Your time and commitment are deeply appreciated!***

Please return the completed forms with applicable permits and letters from event venues/hosts confirming the event time, date, and location (see section IV) to:

Noah's Ark Animal Welfare Association
Attn: Kim Riddle, Executive Director
PO Box 478
Trinidad, Colorado 81082
noahsarktrinidad@gmail.com

Upon receipt of your completed forms, you will receive an official letter from NAAWA signifying our receipt of your signed "Host An Event Agreement" Form, indicating approval of your third party event.

If NAAWA has questions or needs clarification regarding your third-party event meeting NAAWA guidelines, a representative will be in touch with you via telephone and/or email for further clarification.

You will also receive a post-event Host Report Form and return envelope for ease of turning in your collected contributions. All donations should be submitted in check form and made payable Noah's Ark Animal Welfare Association with the name of your event in the memo portion of the check(s).

If you would like a NAAWA representative to accept donations from your third-party event in person, such as a through a check presentation after the event, NAAWA will need one (1) weeks' notice of the desired date of the check presentation from the event organizer—to ensure a representative is available to attend.