Guidelines for Event and Promotional Fundraising

Use of Name

Events and promotions must provide a favorable image. All written or verbal promotional materials or announcements that include the American Breast Cancer Foundation’s name and/or logo or any other materials utilized in connection with an event or promotion made on behalf of ABCF must be approved in writing by ABCF management prior to use, and is limited to use only as authorized in the executed Agreement. The attached fundraising agreement application must be completed and submitted before written permission to use the American Breast Cancer Foundation’s name and/or logo (whichever is authorized) is granted to a sponsor.

The American Breast Cancer Foundation reserves the right to review and approve or disapprove all artwork and/or copy containing the name and/or logo of ABCF within a reasonable time from the date it is provided to ABCF by The sponsor. No use shall be made of the ABCF name and/or logo without said approval.

Responsibility for Events and Promotional Items

While we are happy to provide guidance for your event or promotion we do not have the personnel to handle administrative tasks of third party events. These tasks may include but are not limited to: distributing invitations, compiling RSVP’s, or selling tickets. Permission to request from the media “free time” for charitable promotion announcements on behalf of the American Breast Cancer Foundation may be granted, but the foundation will not provide or be responsible for the advertising or promotional cost of the event/promotion.

The sponsor is responsible for obtaining any permits and clearances required by federal, state or local government. The sponsor must also obtain appropriate insurance coverage if necessary, such as in activities involving sporting events or the like.

In addition, the sponsor is responsible to comply with all IRS regulations regarding the proposed promotion/event. The sponsor may not use ABCF’s tax identification number nor open any financial account using the Foundation’s name (note: donations made by individuals or businesses can be made payable to ABCF).
The Sponsor agrees to indemnify and hold harmless the American Breast Cancer Foundation against any claims by third parties or vendors for any fee, cost, or payments incurred pursuant to the event/promotion. The sponsor assumes responsibility for any injury, liability, loss or claim arising from event or activities.

**Compliance - Governing Laws and Agreement Terms**

This Agreement represents the full understanding of the parties hereto, and supersedes any prior or contemporaneous agreements, whether oral or written, between the parties.

The sponsor and ABCF shall conduct the Promotion and related activities contemplated by this Agreement in conformity with all applicable laws and regulations. Both parties shall obtain all necessary Federal and State authorizations or approvals that may be required to conduct the Promotion as described herein. The parties shall cooperate as to the filing of any bonds, guarantees, and/or duties that may be required in connection with the Promotion. Provided, however, that each party is solely responsible for complying with any such filings as they may apply to that party and shall hold the other party harmless for failure to comply.

It is understood and agreed that this Agreement will be effective unless either party exercises its prerogative to terminate this Agreement by way of providing seven (7) days advance written notification to the other party that it is terminating this Agreement. Termination may be had with or without cause and for any reason, or no reason.

Any dispute which cannot be resolved between the parties shall be submitted to binding arbitration and shall be conducted in accordance with the rules of the Commercial Panel of the American Arbitration Association. The arbitration shall take place in city of Baltimore, Maryland or such other place as mutually agreed upon. The decision of the arbitrator shall be final and non-appealable. This Agreement is deemed to have been made and entered into the state of Maryland and the laws of the state of Maryland shall govern.

**Making Your Donation to ABCF**

In order to fulfill our own accounting requirements, we request that you provide us the event proceeds and details of the accounting within thirty (30) days after the conclusion of your special event or promotion. If the sponsor represents to the public that a specific percentage of proceeds from an event/promotion will benefit ABCF, the sponsor must be prepared to provide an accounting of revenues and expenses within said thirty (30) days.

We appreciate your event contributions to the American Breast Cancer Foundation. Thank you so much for participating in helping us to help others.
Event and Promotion Fundraising Application

Sponsor Contact: ________________________________________________________________

Phone: ___________________________ Other Phone: ________________________________

Sponsor Organization Name: ____________________________________________________

Sponsor Address: ______________________________________________________________

City: ____________________________ State: _______ Zip: _____________________________

Email: ________________________________________________________________

Brief history or mission of organization if applicable: ________________________________

____________________________________________________________________________

Name of Event/Promotion: ______________________________________________________

Brief description of Event: ______________________________________________________

____________________________________________________________________________

Event/Promotion Date(s) _______________________________________________________

If Applicable: Rain Date(s) __________________________ Time: ________________________

Location: _________________________________________________________________

Projected Funds Generated: ___________________________________________________
Projected Expenses: ________________________________________________________________

Minimum Contribution: ____________________________________________________________

Percent of funds expected to be used for expenses: ____________________________________

How will funds be generated? ______________________________________________________

__________________________________________________________

Publicity: ______________________________________________________________________

Insurance (if applicable): ____________________________________________________________

Current Sponsors/Underwriters (if applicable): __________________________________________

What assistance will this event/promotion require from the American Breast Cancer Foundation?

______________________________________________________________________________

I confirm that I have read the attached Guidelines for Event and Promotion Fundraising and agree to abide by the policies outlined within.

__________________________________________________________

PRINT - Sponsor Representative Name    Date

__________________________________________________________

SIGNATURE of Authorized Sponsor    Title

Please mail or fax this completed form for approval with an original signature 30 days prior to the event/promotion date. Please retain a copy for your records.

__________________________________________________________

AMERICAN BREAST CANCER FOUNDATION EVENT/PROMOTION APPROVAL

The American Breast Cancer Foundation hereby authorizes this event/promotion and will honor terms set forth in this Agreement.

__________________________________________________________

Katherine Mele    Date:

Director of Development

8-5-2014