

## Cure RTD Foundation Third-Party Host Fundraising Event Agreement

Cure RTD Foundation thanks you for your interest in hosting an independent third-party fundraising event to benefit Cure RTD Foundation's mission. Events such as yours are important in the Foundation's efforts to raise funds and awareness to cure this disease.

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

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).

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

### THIRD-PARTY EVENT GUIDELINES

#### I. Responsibility, Promotion and Logo Usage

- Cure RTD Foundation has no fiduciary responsibility for your event(s) and assumes no liability including: operations/logistics, promotion, legal liability, financial liability, conducting the event safely, and benefiting each party's public image, 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 the Foundation for your event(s) without the express written consent of the Foundation.
- Cure RTD Foundation 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 by Cure RTD Foundation.
- All promotional materials must clearly state that your event is raising funds that will benefit Cure RTD Foundation rather than an event hosted by Cure RTD Foundation and include the percentage or amount that will be donated to Cure RTD Foundation.
  - Materials must clearly disclose:
    - The specific percentage or calculation used to determine amounts being donated to Cure RTD Foundation
    - That the event is not produced, supervised, or sponsored by Cure RTD Foundation.

- Cure RTD Foundation’s role is to support approval of third-party events. The Foundation can also provide logos, materials, and other supporting documents as appropriate. Cure RTD Foundation will not solicit sponsors or auction items for your fundraising event—and does not provide any donor or volunteer contact information, mailing lists, press contacts, press releases, or formal advertising.
- Cure RTD Foundation may not be relied upon to provide personnel or minimum ticket sales or to help administer the event unless explicitly agreed upon.

## II. Finance and Tax Rules

- Cure RTD Foundation will process only the final net proceeds of the event(s). Under no circumstances will third-party event revenues and expenses flow through the Foundation.
- Cure RTD Foundation will not allow use of its federal tax identification number for the event and will not accept or acknowledge for tax purposes individual donations for the event. Participants should make their checks payable to the event organizer, who may not offer the option of writing checks to Cure RTD Foundation.
- Cure RTD Foundation will only process the final net proceeds of the event and will under no circumstances allow third-party event revenues and expenses to flow through Cure RTD Foundation.
- The final net proceeds must be submitted as one check payable to Cure RTD Foundation within 30 days of the event, along with a detailed accounting statement of the event’s revenues and expenses. Cure RTD Foundation’s sales tax exemption on purchases cannot be extended to any third-party event.
- You may not establish a bank or other deposit or transaction account in the name of Cure RTD Foundation. If payments are made to the organizer, and the event organizer is not an IRS qualified organization, the payments will not be deductible for income tax purposes.
- Cure RTD Foundation’s sales tax exemption(s) (on purchases) cannot be extended to any event or fundraising effort.

## III. Collateral and Communications

- Invites, press releases, brochures and all other written communication must be approved by Cure RTD Foundation before printing or going live via the internet. If there is an error in the print material(s), without approval from Cure RTD Foundation, the Foundation has 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:

- 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. Cure RTD Foundation must be listed as an additional insured party on any insurance plans covering the event, if appropriate and possible. Cure RTD Foundation will not provide liability insurance for third-party events regardless of special circumstances that may arise. The third-party event organizer agrees to indemnify and hold Cure RTD Foundation 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. Participant waivers, if appropriate, must be obtained.
- Cure RTD Foundation's board of directors must view all 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 for the Cure RTD Foundation's board of directors prior to approval of the event.
- Inform invitees and participants that the event is not produced, supervised, or sponsored by Cure RTD Foundation and that Cure RTD Foundation is neither responsible nor liable for any acts or omissions related to the event.

## V. Media

Cure RTD Foundation needs to be informed of and approve all press and media coverage for third-party events.

## VI. Miscellaneous

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

I accept and agree to abide by the terms of these guidelines with respect to my Event(s) to benefit Cure RTD Foundation. I hereby release and agree to indemnify and defend Cure RTD Foundation, 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 the Foundation arising out of or related to any event I host or any violation by me of these Host Guidelines.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## HOST AN EVENT AGREEMENT

Name of Host: \_\_\_\_\_

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

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

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

Please provide the following details about your event:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

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

Name/Type of Event: \_\_\_\_\_

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

Anticipated number of attendees: \_\_\_\_\_

Method(s) to raise funds: \_\_\_\_\_

Method(s) to publicize and promote the Event: \_\_\_\_\_

Please list all key individuals and organizations involved with this event, with their affiliations (including sponsors and promoters):

What is the total amount of revenue you estimate will be generated from the event?

- Total revenue anticipated: \_\_\_\_\_
- Total expenses projected: \_\_\_\_\_
- Estimated amount that will be donated: \_\_\_\_\_
- Other:

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 RTD and Cure RTD Foundation to have on display at your event? (Circle one) yes no

Will any other organization benefit from the Event? (Circle one) yes no  
If yes, to what extent? \_\_\_\_\_

Thank you on behalf of Cure RTD Foundation 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:

Cure RTD Foundation  
Attn: Carly Gilbert, VP  
P.O. Box 1228  
Red Oak, TX 75154  
[carly.gilbert@curertd.org](mailto:carly.gilbert@curertd.org)  
972.861.0415 (phone)

Upon receipt of your completed forms, you will receive an official letter from Cure RTD Foundation signifying our receipt of your signed "Host An Event Agreement" Form, indicating the approval status of your third-party event. If Cure RTD Foundation has questions or needs clarification regarding your third-party event meeting the Foundation's guidelines, a representative will be in touch with you via telephone and/or email for further clarification.