

FOOD BANK OF THE ROCKIES' LICENSE & IDEMNIFICATION AGREEMENT

Corporate Partnership (Promotion) Guidelines:

1. FBR's participation is based on our "Giving Criteria Chart." FBR welcomes all donation amounts. Due to limited resources FBR's participation, including providing staff, is based on our "Giving Criteria Chart."
2. Per IRS guidelines FBR cannot "endorse" the sponsor's brand/product or provide a "call to action" that causes financial benefit to the sponsor.
3. FBR does not provide staff and/or volunteers to run promotions.
4. Staff and/or volunteers presence is never guaranteed and is determined on a case by case basis and is usually related to revenue and exposure levels.
5. All social media requests must be reciprocal, by "tagged" FBR in Facebook and/or Twitter posts.
6. Presence on FBR's website and/or media assistance is never guaranteed and is decided on a case by case basis and is usually related to revenue levels.
7. FBR cannot guarantee Facebook posts during a campaign. Posts are determined on a case by case basis.
8. FBR does not share or sell its internal list of donors or supporters.
9. Fundraising partners must complete and submit the promotion application for review at least 15 days prior to the fundraising start date.
10. The corporate partner is responsible for all sales, marketing of the promotion.
11. Per IRS guidelines, FBR will not advertise, promote, market any product or service provided by the sponsoring company, state comparative language, price information or other indications of savings or value, an endorsement, or an inducement to purchase, sell, or use the products or services of the sponsor.
12. Food Bank of the Rockies assumes no responsibility for promoting the fundraiser.
13. Promotions that contradict our mission or that are hazardous will not be considered.
14. The fundraising promotion/appeal must have no conflict with government regulations or licensing. It is the organizer's responsibility to ensure the event or appeal is legal under Colorado law.
15. Promotions that cross FBR's geographic boundaries must have the approval of all Feeding America food banks involved, with the exception of nationally approved promotions.
16. Any use of FBR's name/likeness is prohibited unless FBR licenses the corporate partner to use the mark. All print and collateral materials must be approved by FBR and comply with existing guidelines regarding the use of FBR name/likeness.
17. All publicity released to the media referencing FBR's involvement requires advance approval from FBR.
18. The fundraising event or appeal must not contain commercialism that would reflect poorly on Food Bank of the Rockies.
19. FBR and its Partner Agencies must always be painted in a positive light by the partnering organization.
20. The promotion must not exploit children or families who use FBR's services, including but not limited to photographs of children.
21. FBR will not supply any funding to finance a third party event/program and will not be responsible for any debts incurred.
22. If a separate bank account is being established by the partner for the event, it must be opened in the partner's name, not FBR; FBR's policies do not permit anyone to establish a bank account in the name of FBR.
23. All checks from participants of the promotion must be made out to the sponsoring organization, unless otherwise approved by FBR.
24. Use of FBR's tax identification number requires FBR's prior approval.
25. The sponsoring organization should provide FBR with a list of targeted corporate sponsors. FBR reserves the right to exclude solicitation of specific sponsors.
26. If only a portion of the proceeds will go directly to FBR, the sponsoring organization must clearly disclose to purchasers, participants, etc., the approximate amount of dollars and/or percent of the proceeds that will go to FBR.

- 27. The corporate partner will tender the percentage of net proceeds from the event due FBR within forty-five (45) days of the event. A license and indemnification agreement should be signed by both parties and accompanied by a detailed project description, promotional objectives, and a minimum expectation of monies to be provided to FBR. Please note, license and indemnification agreement will include mutual hold harmless language and insurance requirements.
- 28. FBR does not carry a raffle license. If conducting a raffle, the sponsoring organization must adhere to all legal raffle guidelines. A raffle is defined as a scheme for the distribution of prizes by chance among persons who have paid money for paper tickets that provide the opportunity to win these prizes. In light of the state and federal laws and regulations governing these events, FBR must pre-approve the terms and conditions of all raffles.
- 29. The corporate partner agrees to indemnify, refund and hold Food Bank of the Rockies harmless against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities damages, recoveries and deficiencies, including interests, penalties and reasonable attorney's fees that shall be incurred or suffered by FBR which arise, result from or relate to the fundraising event or appeal, the organizer/sponsor/organization's performance of its agreement as specified in these guidelines and the Fundraising Event/Promotion Application Form.

I, _____ (please print), of _____ (Name of Group) agree to the aforementioned statements and to indemnify, defend and hold harmless Food Bank of the Rockies and its officers, directors, employees, agents and representatives from any claims, losses, costs or expenses arising from any personal injury or property damage directly or indirectly incurred by the sponsor, volunteers or any other third parties related to the planning or conduct.

Date

Kristina Thomas
Food Bank of the Rockies
Event & Promotion Manager

Date