

FOOD BANK OF THE ROCKIES LICENSE & IDEMNIFICATION AGREEMENT

Fundraising Event Guidelines:

1. Food Bank of the Rockies assumes no responsibility for promoting the fundraising event or appeal.
2. Per IRS guidelines, Food Bank of the Rockies cannot “endorse” the sponsor’s brand/product or provide a “call to action” that causes financial benefit to the sponsor.
3. Food Bank of the Rockies participation is based on our Giving Chart and discussion by our Development and Marketing Departments. Food Bank of the Rockies welcomes all donation amounts. Due to limited resources Food Bank of the Rockies participation, including providing staff, is made on a case by case basis and is usually related to revenue and exposure levels.
4. Food Bank of the Rockies does not provide staff and/or volunteers to run promotions or external events.
5. Staff and/or volunteers presence/participation is never guaranteed and is determined on a case by case basis and is usually related to revenue and exposure levels.
6. Presence on Food Bank of the Rockies’ website and/or media assistance is never guaranteed and is decided on a case by case basis and is usually in direct correlation with revenue & frequency of giving and media exposure.
7. Food Bank of the Rockies cannot guarantee social media posts (Facebook, Instagram or Twitter) during a campaign. Posts are determined on a case by case basis and is usually in direct correlation with revenue and social media exposure.
8. Any use of Food Bank of the Rockies’ name and/or likeness is prohibited unless Food Bank of the Rockies authorizes the partner to use the mark. All print and collateral materials must be approved by Food Bank of the Rockies and comply with Food Bank of the Rockies’ existing brand guidelines regarding the use of Food Bank of the Rockies name and/or likeness.
9. All publicity released to the media referencing Food Bank of the Rockies’ involvement requires advance approval from Food Bank of the Rockies.
10. Food Bank of the Rockies does not share or sell donor information.
11. Food Bank of the Rockies logoed banners may be checked out for a \$50 deposit, returned upon delivery of the banner.
12. Per IRS guidelines Food Bank of the Rockies will not advertise, promote, market any product or service provided by the partnering 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.
13. The business is responsible for all sales, marketing and promotion of the partnership.
14. Partnerships that contradict our mission or that are hazardous will not be considered.
15. The event/promotion must not contain commercialism that would reflect poorly on Food Bank of the Rockies.
16. Food Bank of the Rockies and its Partner Agencies must always be painted in a positive light by the sponsoring organization.
17. The fundraising event or appeal must not exploit children or families who use Food Bank of the Rockies’ services, including but not limited to photographs of clients.
18. The fundraising events/promotions must have no conflict with government regulations or licensing. It is the organizer's responsibility to ensure the event or appeal is legal under federal, state and local laws.
19. Partnerships involving alcohol and/or tobacco require special consideration by FBR and are subject to additional policies set forth by FBR and the statutes set forth by the State of Colorado Liquor Enforcement Division.
20. Partnerships that cross Food Bank of the Rockies’ geographic boundaries must have the approval of all the Feeding America food banks involved, with the exception of nationally approved promotions.

21. Food Bank of the Rockies will not supply any funding to finance and will not be responsible for any debts incurred.
22. If a separate bank account is being established by the business for the event, it must be opened in their name, not Food Bank of the Rockies; Food Bank of the Rockies' policies do not permit outside groups to establish a bank account in the name of Food Bank of the Rockies or their programs.
23. If only a portion of the proceeds will go directly to Food Bank of the Rockies, 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 Food Bank of the Rockies.
24. All checks from promotional participants must be made out to the sponsoring organization, unless otherwise approved by Food Bank of the Rockies.
25. The partner will tender the percentage of net proceeds from the event due Food Bank of the Rockies within forty-five (45) days of the end of the promotion.
26. Use of Food Bank of the Rockies' tax identification number requires Food Bank of the Rockies' prior approval.
27. Food Bank of the Rockies does not carry a raffle license. If conducting a raffle, the sponsoring organization must adhere to all legal raffle guidelines as defined by the state of Colorado. 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, Food Bank of the Rockies must pre-approve the terms and conditions of all raffles.
28. The fundraising 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 Food Bank of the Rockies which arise, result from or relate to the fundraising appeal, the organization's performance of its agreement as specified in these guidelines.

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.

Signature

Date

Title

Kristina Thomas
Food Bank of the Rockies
Community Engagement Manager

Date