

FOOD BANK OF THE ROCKIES LICENSE & IDEMNIFICATION AGREEMENT

Fundraising Event 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 external fundraising events.
4. Staff and/or volunteers presence at an event 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 "tagging" 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. FBR reserves the right to audit the sponsoring organization's books and records, related to the event (especially if event expenses exceed 50% of gross proceeds).
10. Fundraising event organizers/sponsors/organizations must complete and submit an event application for review at least 30 days prior to the fundraising event or appeal's start date.
11. The organizer/group is responsible for all sales, marketing and promotion of the event.
12. Food Bank of the Rockies assumes no responsibility for promoting the fundraising event.
13. Events that contradict our mission or that are hazardous will not be considered.
14. The fundraising event 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. Events involving alcohol and/or tobacco require special consideration by FBR. Certificates of Insurance that include "Liquor Liability" are required.
16. The fundraising event organizer/sponsor agrees to obtain/facilitate all required permits and licenses.
17. Events that cross FBR's geographic boundaries must have the approval of all Feeding America food banks involved, with the exception of nationally approved promotions.
18. Any use of FBR's name/likeness is prohibited unless FBR licenses the group 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.
19. All publicity released to the media referencing FBR's involvement requires advance approval from FBR.
20. 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.
21. The fundraising event must not contain commercialism that would reflect poorly on Food Bank of the Rockies.
22. FBR and its Partner Agencies must always be painted in a positive light by the sponsoring organization.
23. The fundraising event or appeal must not exploit children or families who use FBRs' services, including but not limited to photographs of children.
24. FBR will not supply any funding to finance an external fundraising event and will not be responsible for any debts incurred.
25. If a separate bank account is being established by the organizers for the event, it must be opened in their name, not FBR; FBR's policies do not permit anyone to establish a bank account in the name of FBR.
26. All checks from participants of the fundraiser must be made out to the sponsoring organization, unless otherwise approved by FBR.

27. Use of FBR's tax identification number requires FBR's prior approval.
28. The sponsoring organization should provide FBR with a list of targeted corporate sponsors. FBR reserves the right to exclude solicitation of specific sponsors.
29. 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.
30. The organizers 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.
31. If requested, the sponsoring organization/group shall provide FBR with a summary of results relevant to the event/program (number of tickets/sponsorship, etc. sold for the event, the revenues generated from the event, and a list of expenses associated with the event).The organization/group will maintain complete and accurate records containing all information required for computation and verification of the amounts due to FBR, should FBR determine that an actual review is necessary.
32. 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.
33. FBR requires verification that the sponsoring organization has adequate insurance coverage, and must receive a certificate of insurance that names FBR as Additional Insured no later than 15 days prior to the scheduled event. The Third-Party must, in its sole discretion, determine the extent of required insurance for the event in order to protect itself from claims, which may arise out of the event.
34. The fundraising event organizer/sponsor/organization 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