



## **THIRD PARTY SPECIAL EVENT AGREEMENT**

Fife House welcomes special fundraising/promotional events (“third party events”) organized and sponsored by outside individuals/organizations (“Third Party Event Organizer(s)”) on its behalf.

In accordance with Canada Revenue Agency guidelines and for the benefit of Fife House and the Third Party Event Organiser(s), Fife House has established the following **policies, criteria and guidelines**:

### **POLICIES:**

#### **Third party events are required to:**

1. Be consistent with the mission, philosophy of care and values of Fife House.
2. Maintain a positive presentation and give Fife House positive exposure and increased public awareness.
3. Have financial benefits to Fife House. Determination of a projected donation amount is appreciated.

#### **Fife House reserves the right to:**

1. Refuse involvement, and the use of its name and logo, in any event that does not meet with its approval.
2. Refuse approval of sponsors as per the policies and procedures of Fife House.
3. Relinquish support of any third party event that does not abide by the policies, criteria and guidelines set out in this agreement.

### **CRITERIA:**

**The Director of Development and Communications of Fife House will approve a third party special event and sign this agreement with the Third Party Event Organizer(s) based on sufficient compliance with the following:**

1. Submission by the Third Party Event Organizer(s) of a written proposal, including:
  - The concept and details of the third party event
  - A budget, including any major item expenses and ensuring the budgeted expenses do not exceed the net revenue to be donated to Fife House
  - A list of the organizer’s expectations of Fife House (volunteers, promotion, etc.)

Initials: \_\_\_\_\_

2. Consistency of the third party event with the mission, philosophy of care and values of Fife House.
3. Profitability of the third party event.
4. Positive marketing/public relations exposure.
5. Meeting staff and volunteer resource requirements.
6. Proven ability of the Third Party Event Organizer(s) to complete the third party event or promotion.
7. Lack of conflict(s) with existing Fife House events and promotions.

### **GUIDELINES:**

**For approved third party events/promotions, the Third Party Event Organizer(s) and Fife House are required to adhere to the following guidelines:**

#### **Accountability:**

- The Third Party Event Organizer(s) **will** provide a record of revenues and expenses, and copies of all receipts to Fife House upon request.
- The Third Party Event Organizer(s) **will** provide periodic status reports to Fife House on an agreed-upon basis.
- Fife House **will not** be responsible for any financial losses or unsettled accounts should the event not make money.
- Fife House **will** be told if the third party event is to benefit other charity partners and should be informed of who these partners are and the donation they will receive.
- Fife House **will** be notified AS SOON AS POSSIBLE should the third party event be cancelled.
- Fife House **will not** be named in, or sign, contracts on behalf of Third Party Event Organizer(s). All contracts should be submitted to Fife House for review prior to signing.

#### **Financing:**

- Fife House **will not** underwrite any third party event.

#### **Insurance:**

- Fife House insurance **will not** cover third party events. We recommend that the Third Party Event Organizer(s) consider obtaining insurance coverage in light of possible liability issues.

#### **Licenses and Fees:**

- Third party events involving licences and fees **will** conform to government regulations (federal, provincial and municipal). Adequate time must be given to Fife House to review such licences. The Third Party Event Organizer(s) **will pay the fees** for said licences. Fife House will supply the Third Party Event Organizer(s) with the appropriate documentation for the licences and the fees.

Initials: \_\_\_\_\_

**Product Endorsement:**

- Fife House **does not normally** endorse products. However, if an approved third party event involves sale of a product, a hang tag, label or other display materials must describe the relationship between Fife House and the product clearly to the public by stating: “----- is pleased to support Fife House. A portion of the proceeds from the sale of this product will help Fife House provide affordable, supportive housing and support services for persons living with HIV/AIDS.”

**Promotion/Promotional Materials:**

- Fife House **will** have final, signed approval on ALL promotional materials (brochures, flyers, advertisements, publicity and/or media communications).
- Fife House **will** provide existing in-house promotional materials to the third party event (dependant on supplies, and within reason).
- Fife House **will not** loan or give out its mailing or donor contact lists, but **will consider** doing a mailing if the requirements are outlined in this agreement.

**Receipting:**

- Fife House **will not** provide receipts for income tax purposes, **except** for donations incurred through the third party event, and for which documentation has been provided, and further, only if said donations are deemed receiptable by the Canada Revenue Agency.

**Sponsors/Sponsorship:**

- Fife House **will** have final, signed approval of sponsors.
- Fife House **will not** solicit sponsors on behalf of the Third Party Event Organizer(s), nor will they provide contacts for sponsorship.

**Staffing:**

- The Third Party Event Organizer(s) **will** provide all staffing for the event unless otherwise agreed to in this agreement.

**Use of Foundation name and logo:**

- Fife House **will** allow the use of its name and logo by the Third Party Event Organizer(s) to promote the agreed-upon event.

Initials: \_\_\_\_\_

**AGREEMENT:**

This agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_, **201\_\_**, is valid for the Fiscal year commencing April 1, **2014** and ending March 31, **2015**.

**Third Party Event Name:** \_\_\_\_\_

**Third Party Event Date:** \_\_\_\_\_

**Third Party Event Address:** \_\_\_\_\_

**Third Party Event Organizer(s):** \_\_\_\_\_

Representative's Name (if different from above): \_\_\_\_\_

**Third Party Event Organizer(s)' Contact Information:**

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

***AGREEMENT DETAILS:***

**Projected donation amount:** \_\_\_\_\_

**Fife House Resource Requirements:**

Staff/Volunteers: \_\_\_\_\_

\_\_\_\_\_

Promotional Materials: \_\_\_\_\_

\_\_\_\_\_

Promotional Assistance: \_\_\_\_\_

\_\_\_\_\_

Licences/Insurance Upgrade/Tax Receipting Arrangements Required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials: \_\_\_\_\_

I/we, the Third Party Event Organizer(s), have read, understood, agree to and will abide by the Fife House policies, criteria and guidelines for the third party event(s) outlined in this agreement.

I/we, the Third Party Event Organizer(s), hereby release Fife House from all actions, causes of actions, claims and demands for damages, loss or injury which I/we, the Third Party Event Organizer(s), may have or acquire at any time against Fife House in connection with the event, however arising.

I/we, the Third Party Event Organizer(s), further agree to indemnify and forever save Fife House harmless from and against any and all actions, causes of actions, claims, damages, losses, expenses, costs (including legal fees), charges and liabilities arising out of or in connection with the management and holding of the event(s).

\_\_\_\_\_  
for Fife House

\_\_\_\_\_  
for Third Party Event Organizer(s)

**David Currah, Director of Development  
and Communications**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Fife House Foundation  
490 Sherbourne St - 2<sup>nd</sup> Floor  
Toronto, Ontario  
M4X 1K9

Telephone : (416) 205-9888  
Fax : (416) 205-9919

NB: This agreement consists of five pages, and is only valid when presented in full, with the initials of each signing representative on each page, and any listed attachments included.