



## **THIRD PARTY SPECIAL EVENT AGREEMENT**

CANFAR welcomes special fundraising/promotional events (“third party events”) organised and sponsored by outside individuals/organisations (“Third Party Event Organiser(s)”) on its behalf.

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

### **POLICIES:**

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

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

#### **CANFAR 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 CANFAR.
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 Executive Director of CANFAR will approve a third party special event and sign this agreement with the Third Party Event Organiser(s) based on sufficient compliance with the following:**

1. Submission by the Third Party Event Organiser(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 CANFAR
  - A list of the organiser’s expectations of CANFAR (volunteers, promotion, etc.)
2. Consistency of the third party event with the mission and values of CANFAR.

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 Organiser(s) to complete the third party event or promotion.
7. Lack of conflict(s) with existing CANFAR events and promotions.

### **GUIDELINES:**

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

#### **Accountability:**

- The Third Party Event Organiser(s) **will** provide a record of revenues and expenses, and copies of all receipts to CANFAR **upon** request.
- The Third Party Event Organiser(s) **will** provide periodic status reports to CANFAR on an agreed-upon basis.
- CANFAR **will not** be responsible for any financial losses or unsettled accounts should the event not make money.
- CANFAR **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.
- CANFAR **will** be notified AS SOON AS POSSIBLE should the third party event be cancelled.
- CANFAR **will not** be named in, or sign, contracts on behalf of Third Party Event Organiser(s). All contracts should be submitted to CANFAR for review prior to signing.

#### **Financing:**

- CANFAR **will not** underwrite any third party event.

#### **Insurance:**

- CANFAR insurance **will not** cover third party events. However, under certain circumstances, and under the discretion of the Executive Director, CANFAR may provide extended or special coverage under CANFAR's current coverage.

#### **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 CANFAR to review such licences. The Third Party Event Organiser(s) **will pay the fees** for said licences. CANFAR will supply the Third Party Event Organiser(s) with the appropriate documentation for the licences and the fees.

**Product Endorsement:**

- CANFAR **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 CANFAR and the product clearly to the public by stating something like: “----- **is pleased to support CANFAR. A portion of the proceeds from the sale of this product will help CANFAR fund vital medical research into all aspects of HIV/AIDS.**”

**Promotion/Promotional Materials:**

- CANFAR **will** have final, signed approval on ALL promotional materials (brochures, flyers, advertisements, publicity and/or media communications).
- CANFAR **will** provide existing in-house promotional materials to the third party event (dependant on supplies, and within reason).
- CANFAR **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:**

- CANFAR **will** provide receipts for income tax purposes, 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 Revenue Canada.

**Sponsors/Sponsorship:**

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

**Staffing:**

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

**Use of Foundation name and logo:**

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

**AGREEMENT:**

This agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, is valid for the Fiscal year commencing July1, 2008 and ending June 30, 2009.

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

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

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

**Third Party Event Organiser(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:** \_\_\_\_\_

**CANFAR Resource Requirements:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

I/we, the Third Party Event Organiser(s), further agree to indemnify and forever save CANFAR 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).

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CANFAR  
165 University Avenue, Suite 901  
Toronto, ON  
M5H 3B8

Telephone: (416) 361-6281  
Fax: (416) 361-5736

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.