



## Community Fundraising Guidelines & Agreement Form

Thank you for organizing a Community Fundraiser to benefit the National Brain Tumor Society (NBTS). We are grateful for your commitment to our community, and support of our mission to find a cure.

Please indicate your acceptance of these terms and conditions and agreement by completing this form in its entirety. Please sign, date, and email back your completed agreement to [lgainor@braintumor.org](mailto:lgainor@braintumor.org). You may also mail it to: National Brain Tumor Society, Attn: Community Events, 55 Chapel Street, Suite 200, Newton, MA 02458

### Terms & Conditions

#### Use of National Brain Tumor Society Brand

1. Upon request and to the extent possible, NBTS will provide the Community Organizer with available print materials and electronic logos appropriate to the event/initiative and its fundraising activities.
2. National Brain Tumor Society's name or logo may not be altered in any way, and its usage requires prior knowledge by an NBTS staff member. Any questionable Community Fundraising materials created by the Community Organizer (e.g. promotional items, invitations, etc.) using the NBTS name, logo or likeness must be reviewed and approved in writing by NBTS prior to final print, publishing, or distribution to the general public. Please be aware that the approval process can take several days. Logo guidelines are available upon request.
3. All Community Fundraising materials and promotional tools may not make any representation which would indicate NBTS is hosting, producing or sponsoring this event or initiative. All event or initiative materials should make clear, where possible, that funds are being raised "on behalf of" or "in support of" rather than "by" the National Brain Tumor Society.
4. All website content pertaining to NBTS, if applicable, must be reviewed and approved by NBTS. NBTS reserves the right to remove any link to the Community Fundraising website if it contains any content deemed objectionable or to request that website content be changed or removed if it is deemed objectionable and/or incorrect.

#### Use of National Brain Tumor Society Online Fundraising Pages

Community Organizers may create an event or initiative website, hosted by NBTS, and allow online credit card donations to be made directly to NBTS.

1. Community Organizers are NOT authorized to enter in offline donations. All offline donations, checks or anticipated funds, must be entered onto the website by an official NBTS staff member.
2. The Community Organizer's website must follow the structure provided; content representing NBTS may not be deleted or altered.
3. The Community Organizer is responsible for creating and maintaining the information on the event or initiative's website.
4. NBTS reserves the right to remove objectionable material from any Community Organizer's websites.

## **Donations & Gift Acknowledgements**

1. The Community Organizer is responsible for all expenses, and will maintain appropriate financial controls and records related to fundraising.
2. Community Organizers have the option to accept, process, and acknowledge their donations in one of the following ways and will be required to adhere to the following terms and conditions appropriate to the selected option.
  - a. Create a fundraising website, hosted by NBTS, and allow online credit card donations to be made directly to NBTS.
  - b. Community Organizers can collect donors' checks made payable to National Brain Tumor Society and send them directly to the NBTS, Attn: Community Events; such donations will be processed and acknowledged by the National Brain Tumor Society under the organization's tax identification number. Community Organizers must include a note with the checks designating which Community Event or Community Initiative the donations are for.
  - c. Donors may mail checks directly to National Brain Tumor Society, Attn: Community Events, 55 Chapel Street, Suite 200, Newton, MA 02458. Donors must record the Community Event or Community Initiative's name on the check memo line and ideally include a completed donation form.
  - d. If a Community Organizer receives cash or a check made out to them personally, the Community Organizer may deposit the checks or cash; however, the Community Organizer must then send a check made out to the National Brain Tumor Society for the deposited amount or make an online donation to his/her event page for the deposited amount. If the Community Organizer submits donations this way, only the Community Organizer will receive acknowledgement from the National Brain Tumor Society. The Community Organizer is responsible for following IRS guidelines for tax deductible donations.
3. It is encouraged that all donations be sent to NBTS within 30 business days of the event and/or collection activity to ensure prompt processing and acknowledgements. Donations made payable directly to the National Brain Tumor Society will be acknowledged by NBTS according to the following: 1) online donations will be acknowledged by email; 2) all off-line donations will be acknowledged in writing provided the donor provides a valid street address. \*Please note, donor acknowledgement may take up to 4 weeks

## **Event Expenses & Vendors**

1. The Community Organizer is responsible for hiring and managing all vendors.
2. The Community Organizer is responsible for all bookkeeping, accounts receivable and accounts payable for the event.
3. NBTS does not provide up-front capital or payment of expenses.

## **Compliance with Law**

The Community Organizer agrees to comply with all federal, state and local laws, regulations, ordinances and rules relating to the promotion, organization and conduct of the Community Event or Community initiative. The Community Organizer agrees it shall be responsible for obtaining all permits, licenses, insurance and permissions from state and local authorities necessary for promoting, organizing and conducting the event or initiative. The Community Organizer agrees it shall be liable for any injuries or losses sustained by third-parties in connection with the Community Event or Initiative.

## **General Liability & Indemnification**

1. The Community Organizer is responsible for securing and adhering to all guidelines associated with required permitting, licensing, and insurance required by the appropriate local, state, and federal governing bodies
2. NBTS will not be held liable for any injuries, accidents, or emergency conditions that may occur during the event/initiative or the planning of such event.
3. NBTS is not responsible for any financial loss or damaged goods associated with the planning and execution of the event.

4. NBTS is not responsible for the success of the event/initiative, nor the activities conducted by the Community Organizer.
5. NBTS is not responsible for and cannot provide insurance for the event/fundraiser.
6. The Community Organizer agrees to indemnify and hold harmless NBTS against loss or threatened loss or expense by reason of the liability or potential liability of the NBTS for or arising out of any claims for damages.
7. NBTS may withdraw its support and affiliation with the event at any time if deemed necessary for any reason.

**Photo & Video Consent**

I hereby consent to and authorize the use and reproduction of any and all photographs, audio and video recording, or any other records which are taken of me, my event/initiative participants, or my Community Event that are posted on social media or are specifically taken by the National Brain Tumor Society, or anyone authorized by the National Brain Tumor Society, without any compensation to me.

**Agreement Form & Signature**

_____	_____
Fundraising Event/Initiative Name	Event Date
_____	_____
Event Location	Estimated number of participants
_____	_____
Community Organizer Name	Anticipated fundraising goal
_____	_____
Community Organizer Street Address	City/State/Zip
_____	_____
Email	Phone Number

I (Community Organizer Name) \_\_\_\_\_ have read and agree to all sections of the Community Fundraising Guidelines & Agreement Form. I agree to execute my Community Event or Initiative to the best of my ability and agree to not hold the National Brain Tumor Society liable for any issues that may arise during the planning or execution of my event or initiative.

_____	_____
<b><i>Community Organizer Signature</i></b>	<b><i>Date</i></b>

*By providing my electronic or in-person signature, I'm legally agreeing to the above terms and conditions*