



Fisher House Foundation, Inc. Fundraising Agreement

On behalf of Fisher House Foundation, thank you for submitting an application to host an event to benefit service members, Veterans, and their families. If your application is approved, your event must adhere to this Fundraising Policy Agreement.

This agreement is between Fisher House Foundation, Inc. ("Foundation"), a 501(c)(3) organization located at 111 Rockville Pike, Suite 420, Rockville, Maryland 20850, and the Proud Supporter ("Fundraiser").

- I. **Event Format:** Fisher House Foundation approves fundraising efforts that are family-friendly, non-political, and supportive of those who serve our country in uniform. The Foundation reserves the right to observe the Fundraiser's event. The Foundation's acceptance of the Fundraiser's application does not create exclusive rights for that type of event for the Fundraiser.
- II. **Event Promotion:** The Fundraiser will not state or imply that it is an agent, subsidiary or partner, nor that it holds any other business relationship with Fisher House Foundation. Publicity for the event may not imply that the event is sponsored or co-sponsored by Fisher House Foundation, or that the Foundation is involved as anything but the beneficiary. The Fundraiser cannot represent itself as Fisher House Foundation. For example, the Fundraiser may not call an event "The Fisher House Foundation Walk-a-Thon." The event should be promoted as "The Walk-a-Thon to benefit Fisher House Foundation."
- III. **Tax Exemption:** The Fundraiser agrees not to use Fisher House Foundation's tax exemption in any manner or as part of the event's promotion, nor will the Fundraiser represent to the public any tax exempt rights or privileges in affiliation with the event unless the Fundraiser holds separate tax exempt status.
- IV. **Contributions and Funds Raised:** Per IRS Publication 526, a donor may deduct contributions and/or goods and services only if payable to a qualified organization.
 - a. If the Fundraiser is a 501(c)(3) organization, all checks shall be made payable to, mailed to, processed by and received by the Fundraiser.
 - b. If the Fundraiser is **not** a 501(c)(3) organization and donors request an acknowledgement letter:
 - i. Donors shall make checks payable to Fisher House Foundation, Inc.; or
 - ii. Monetary donations shall be mailed to the Foundation in one check and include contact information and amount donated totaling the remittance using the Monetary and In-Kind Donation Form found in the Fundraising Participant Center; or
 - iii. If a contributor makes an in-kind gift of goods or services, documentation must be provided including donor contact information and donation and event details using the Monetary and In-Kind Donation Form.
 - c. Because Fisher House Foundation is not sponsoring the event, the Foundation cannot be responsible for handling or providing funding for revenues nor expenses.
 - d. The Fundraiser may not set up a temporary bank account in Fisher House Foundation's name or in any of its programs.
 - e. No portion of proceeds can be used as profit or compensation for the event's organizer.
 - f. Proceeds should be sent to Fisher House Foundation no later than 30 days following the event and should be mailed using the Cash and In-Kind Donation Form found in the Fundraising Participant Center.



- V. **Local Fundraising Ordinances/Event Permits and Licenses:** Because ordinances and regulations on charitable gaming activities vary widely by municipality and state, if the event includes a raffle, 50/50 draw, bingo, and/or casino-type games and activities, the Fundraiser must acquire the proper permit/license from the state or local government office; abide by all rules and regulations pertaining to such gaming activity; and follow federal, state and local laws governing charitable fundraising and gift reporting.
- VI. **Paid Solicitors:** The Foundation will not participate in any fundraising event using paid solicitors to request donations or sell products.
- VII. **Event Legal & Financial Liability:** The Fundraiser agrees that Fisher House Foundation will not assume any legal or financial liability associated with the event, nor will the Foundation indemnify the Fundraiser or any party involved in the event of any damage, expense or other cost arising from or in any manner related to the event. Fisher House Foundation and all related entities are not liable for any injuries sustained by event volunteers or participants related to the event and cannot assume any type of liability for the event. It may be appropriate for the Fundraiser to obtain liability insurance to cover the event. The Fundraiser must agree to obtain liability insurance if so directed, and further agree to release Fisher House Foundation and its officers, directors, employees and volunteers from all liability in connection with any such action.
- VIII. **Logo Use & Promotional Materials:** The Fisher House Proud Supporter logo should be appropriately used for the event and may not be altered in any way. Any use of the logo must adhere to established graphic standards, which the Foundation will provide as defined in the Fisher House Proud Supporter Logo Guidelines in the Fundraising Participant Center. The Fundraiser agrees to allow Fisher House Foundation to review and approve in writing all promotional materials including, but not limited to, advertising, letters, brochures, flyers, and press releases prior to production or distribution. Proposed materials should be submitted to Gillian Gonzalez via email at fundraising@fisherhouse.org.
- IX. **Right of Refusal:** Fisher House Foundation reserves the right to refuse any contribution which is given with any restrictions as to its use, or with any accompanying covenants or requirements which bind Fisher House Foundation as to the future use of such gift.
- X. **Significant Changes to Event:** Once approved, if the requesting party wishes to make any change to the terms of this marketing agreement (e.g. campaign start date, end date, duration, donation frequency, agreed-upon use of the Fisher House Proud Supporter logo), Fisher House Foundation must be notified immediately by sending an email to Gillian Gonzalez at fundraising@fisherhouse.org request the change. If the Foundation is not notified of a change, we reserve the right to terminate the agreement and request a cease and desist concerning the use of the Fisher House Proud Supporter logo and any advertising referred to in the original agreement.
- XI. **SIGNED ACCEPTANCE OF GUIDELINES**
I/we have read the Fundraising Agreement for Fisher House Foundation, Inc. and agree to follow them and any additional terms agreed to with the Foundation in connection with this event for its benefit. By publicly advertising Fisher House Foundation as the recipient of proceeds for this event, I/we accept the obligation to provide the full amount of the proceeds to the Foundation within 30 days of the event.

Signature of Event Organizer

Date