

## **Third Party Fundraising Agreement (“Agreement”)**

Thank you for volunteering to raise funds to help The Actuarial Foundation continue to empower students with math and strengthen career pathways for the next generation of actuaries from diverse backgrounds. Your help is truly appreciated!

Any individual or organization (outside of The Actuarial Foundation) that hosts an event, promotion, sale or donation drive on behalf of The Actuarial Foundation or its programs (referred to in this Agreement as a “third party fundraising event”, “fundraising event” or “event”), must agree to abide by the terms of this Agreement. The individual or organization organizing the fundraising event is referred to herein as “you” or “event organizer”.

As a 501 (c)(3) organization, The Actuarial Foundation has a fiduciary responsibility to ensure its name is used properly, funds are handled and accounted for appropriately, and fundraising events are conducted in a manner that is consistent with our mission and values. All Third-Party Fundraising Events must be approved by The Actuarial Foundation in writing at least 60 days in advance of the event. In order to receive approval, interested parties must complete the application found on our website at <https://actuarialfoundation.org/third-party-fundraising-event/> and agree to the terms of this Agreement. Upon approval of your event, The Actuarial Foundation will notify you in writing.

### **For all approved third-party fundraising events, The Actuarial Foundation will:**

- Offer insight on event planning and fundraising
- Provide you with our logo for your marketing materials (marketing materials must be approved in advance before distribution or use)
- Provide sample template letters to solicit sponsorships and in-kind donors
- Provide printed literature for distribution at your event
- Provide talking points for conversations or interviews with media/news sources
- Provide written tax receipts to donors vis checks, wire transfer or ACH payment to The Actuarial Foundation (cash gifts cannot be receipted and will not be accepted).

### **Communications Guidelines**

- The Actuarial Foundation is the beneficiary of a third-party fundraising event, not a sponsor. All promotional materials should clearly state that the event is sponsored by you or your organization (or other applicable party) with net proceeds benefiting The Actuarial Foundation. You represent and warrant that you will not (i) take any action that suggests or implies that either you or the event is endorsed by The Actuarial Foundation; and (ii) advertise, market, or otherwise promote specific products or services in connection the fundraising event.
- If less than 100% of the net proceeds of the event will be donated to The Actuarial Foundation, you must truthfully state the portion or amount of the proceeds which will be donated to The Actuarial Foundation in all advertising and promotions for the event and in all communications with donors, sponsors, and participants.
- Upon approval of your event, The Actuarial Foundation grants you a limited, revocable, royalty- free license to use its name and logo solely in connection with the approved fundraising event. You may not use The Actuarial Foundation’s name or logo in connection or conjunction with any other organization (including any other organization(s) for which you will be raising funds at the event) without The Actuarial Foundation’s prior written approval.



- All materials and communications, including, without limitation, solicitations, marketing and promotional materials and emails referring or containing The Actuarial Foundation's name and/or logo must be submitted to The Actuarial Foundation for review and approval prior to use, publication or distribution of such materials. Please allow five (5) business days for review. The Actuarial Foundation may, at its sole discretion, promote your event through its communication channels.

### **Financial Guidelines**

- A minimum suggested contribution of net proceeds to the Foundation is \$1,000.
- The fundraising event must be financially self-sustaining without contribution from or financial risk to The Actuarial Foundation.
- All expenses incurred in connection with the fundraising event are the sole responsibility of the event organizer.
- If event expenses are greater than the total collected, the individual or group conducting the event is responsible for payment of these additional expenses.
- If The Actuarial Foundation is not the sole beneficiary of the proceeds of the third-party fundraising event, you must receive The Actuarial Foundation's prior written approval of all co-beneficiaries.

### **Liability**

- You acknowledge and agree that The Actuarial Foundation is not in any way involved in organizing, planning, managing, overseeing or supervising your event.
- The event organizer and the event sponsors (if any) hereby release, indemnify and hold The Actuarial Foundation (including its officers, trustees, employees and agents) harmless from and against any and all claims, liabilities, losses, damages, costs or expenses arising out of or in connection with the third party fundraising event (collectively, "claims") including, without limitation, claims relating to or arising out of any accident, illness or injury to event attendees, exposure to an infectious disease (including COVID-19), or the manner in which the event is conducted, whether occurring prior to, during, or after the event.
- The event organizer is responsible for all vendor agreements, contracts, insurance and for obtaining all necessary permits for the event, including liquor license if necessary. The Actuarial Foundation does not have nor does it assume any legal, financial, or other liability or responsibility for the event.
- You represent and warrant that you (and the event) will (i) comply with all local, state, and federal laws, regulations, and ordinances; (ii) maintain appropriate insurance covering the event (including, without limitation, liability insurance); and (iii) obtain all permits and licenses required to hold the event.
- The event organizer agrees to advise The Actuarial Foundation of any changes in the event. The Actuarial Foundation may require proof of event insurance and require that it be named as additional insured prior to approving the event.
- The Actuarial Foundation reserves the right, in its sole discretion, to terminate this Agreement and the rights granted to you herein and to revoke its approval of the event at any time and for any reason ("cancellation"). In the event of such cancellation, you agree that you will immediately cease all use of The Actuarial Foundation's name and logo and will inform all event sponsors, donors, attendees, and other relevant parties that the event will no longer benefit The Actuarial Foundation. Such notice must be approved in advance by The Actuarial Foundation. You acknowledge and agree that The Actuarial



Foundation will incur no liability for any such cancellation and will not be responsible for any damages (financial or otherwise) that you may incur as a result of such cancellation.

- This Agreement is governed in all respects by the laws of the State of Illinois without regard to its choice of law rules.

### **Charitable Giving Guidelines**

- You may not use, reference or rely on The Actuarial Foundation's status as a not-for-profit organization or any sales tax exemption it may hold to purchase items or materials for use in connection with the fundraising event.
- Any checks made payable to The Actuarial Foundation must be forwarded to The Actuarial Foundation for processing and deposit within fourteen (14) days of receipt. Such donations are tax-deductible to the extent permitted by applicable IRS regulations and will be acknowledged by The Actuarial Foundation.
- The Actuarial Foundation cannot solicit sponsorships, or in-kind contributions, such as printing or silent auction items, for third-party fundraising events and you may not use The Actuarial Foundation's name to make any such solicitations.
- The Actuarial Foundation will not accept donations or gifts from companies whose products or services do not align with our mission and priorities.

### **Event Summary**

- You must send a brief summary of the event, including attendee contact information, final net proceeds, a complete list of sponsors, and photos taken at the event to The Actuarial Foundation no later than fourteen (14) days after the event date. You hereby grant The Actuarial Foundation the right to use such photos and reference the event in its marketing, promotional and other materials including, without limitation, on its website and social media accounts and represent and warrant that you have the right to grant such rights to The Actuarial Foundation.

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