



Third Party Fundraiser Guidelines and Agreement

Thank you for your interest in hosting a third party fundraising event to benefit Crisis Nursery! These types of events help us raise nearly \$60,000 annually, and we are grateful for your support. A third party fundraising event is any activity by a non-affiliated group or individual, where Crisis Nursery has no fiduciary responsibility and little to no staff involvement. These events are hosted by an outside party who wishes to hold a promotion, event, or sale to benefit Crisis Nursery.

Due to the high volume of third party requests, unfortunately we cannot personally participate in each event, but will provide informational materials about the Nursery and assist in promotional efforts (when applicable).

In order to preserve the integrity of the Crisis Nursery name and establish expectations for every involved party, Crisis Nursery must approve all events in advance. **Please fill out the form below and the attached agreement *prior to promoting your third-party event.*** Together, we will discuss your plan and provide guidance for success!

Please contact Crisis Nursery's Development & Events Coordinator Ashley Morgan at 217-337-2731 or amorgan@crisisnursery.net with questions, or for suggestions on types of third party events. Thank you for your interest and support!

Event Organizers

Contact name: _____ Title: _____

Organization: _____ Website: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Preferred contact method: ___ Phone ___ Email

Proposed Event *(Please be as detailed as possible.)*

Description: _____



Location: _____

Date and Time (If TBD, list approx.): _____

Anticipated gross income of event: _____

Source(s) of income (i.e., ticket sales, sponsorships, auctions, etc.): _____

Anticipated sponsors (if any): _____

Anticipated attendees (i.e., college students, community members, employees, etc.): _____

How will you promote the event? _____

Other notes/details: _____

The event organizers are responsible for all details of the event, including but not limited to: underwriting of all related costs; recruiting volunteers; creating promotional materials; working at the event; and obtaining necessary liability insurance and permits (i.e., raffles).

Please return the completed form and the attached signed agreement to Ashley Morgan at 1309 W. Hill Street, Urbana IL 61801, fax: 217-337-2732, or email: amorgan@crisisnursery.net. You will be contacted within seven days; please do not move forward with your plans until you have submitted your application and been notified of our decision.

Thank you for your support of Crisis Nursery!

1309 W. Hill Street, Urbana IL 61801
ph: 217-337-2731 fax: 217-337-2732



This Agreement is made by and between Crisis Nursery and _____, (hereafter referred to as "Third Party") for the purpose of _____, hereafter referred to as the "Event", with the intent of raising funds for Crisis Nursery.

1. The Term of the Agreement will be from the date it is signed by both parties to _____. The parties may mutually agree in writing to extend the date the Agreement expires prior to its expiration.
2. Crisis Nursery should review and approve all Event sponsors and promotional materials prior to distribution. All uses of the Crisis Nursery name and logo must be consistent with the marketing standards of Crisis Nursery.
3. Crisis Nursery will receive _____ percent of the net proceeds generated by this Event. Such funds should be sent to Crisis Nursery at the address listed below and will be received from the Third Party on or before _____.
4. Since Crisis Nursery may be the recipient of funds from its participation in other similar Events, it is understood and agreed that this Agreement creates no exclusive rights to the Third Party for this Event.
5. Crisis Nursery reserves the right to inspect the financial records of the Third Party regarding the funds collected as the result of the Event.
6. The Third Party agrees that it will comply with all state and/or municipal charitable solicitation statutes and/or ordinances which purport to affect or apply to the Event. The Third Party agrees that it will not use the Crisis Nursery tax exemption in any manner as a part of the Event, nor will the Third Party represent to the public that it enjoys any tax exempt rights or privileges as a result of its participation in the Event.
7. Crisis Nursery assigns Ashley Morgan, Development & Events Coordinator, as its representative. All Crisis Nursery approvals and authorizations are to be secured through this representative.
8. This Agreement constitutes the sole agreement between the parties and no amendment, modification, or waiver of any of the terms and conditions shall be valid unless in writing.



9. Crisis Nursery reserves the right to terminate the Agreement at any time if it determines that such termination is in its best interests by giving ten (10) days written notice to Third Party. Any default in, or breach of, the terms and conditions of this Agreement by Third Party will result in its immediate termination, upon written notification to that effect from Crisis Nursery to the Third Party.

10. Crisis Nursery will incur no financial liability for the Event. All financial liabilities will be assumed by the Third Party. Neither Crisis Nursery or its employees or volunteers will be liable for any injury or death of any participant, customer or workman employed in connection with the conduct of the Event or the care and maintenance of any equipment used in the Event, or the surrounding grounds, buildings, and facilities or any other employees of any place where the Event shall be conducted nor shall Crisis Nursery or its employees or volunteers be liable for any property damage which may occur during the term of the Event covered herein. The Third Party will indemnify and hold Crisis Nursery and its employees and volunteers harmless against and from any and all suits, claims, demands, liabilities, costs and expenses, (including reasonable counsel fees whether incurred in preparation of trial, at trial or on appeal), arising out of the Event or related to the condition of any equipment used and/or surrounding facilities; provided, however, that the Third Party shall not be obligated to indemnify or hold harmless Crisis Nursery and its employees and volunteers with respect to any suit, claim, demand, liability, cost or expense arising out of or related to, the negligence, recklessness or willful misconduct of Crisis Nursery and its employees and volunteers.

11. This Agreement is made in and shall be governed by the laws of the State of Illinois.

Dated this _____ day of _____ 20_____.

CONTRACTOR

CRISIS NURSERY

Signature

Stephanie Record, Executive Director

Printed Name

1309 W. Hill Street

Address

Urbana, IL 61801

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