

# Third Party Event Guidelines

Thank you for your interest in supporting the Toledo Northwestern Ohio Food Bank by raising funds. It is because of your philanthropic efforts that we are able to make the world a better place. The Toledo Northwestern Ohio Food Bank's name and emblem have special meaning for people around Northwestern Ohio. The Food Bank requires a written agreement with a sponsor to authorize the use of the Toledo Northwestern Ohio Food Bank name and emblem for fundraising purposes.

The Toledo Northwestern Ohio Food Bank frequently receives heartfelt requests from individuals and organizations to host special events and contribute a portion of the revenues less out of pocket expenses ("percentage of net proceeds") to us. We welcome these requests and have drafted the following requirements to protect both the organizations/individuals hosting the event (the "Third-Party") and the Toledo Northwestern Ohio Food Bank. In order for the amount remitted to Toledo Northwestern Ohio Food Bank to be considered a charitable contribution, the following procedures must be followed.

## **BACKGROUND:**

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Third party events and/or programs are implemented by outside organizations for the benefit of the food bank, with minimum or no assistance from the food bank.

The sponsoring organization must be respected in the community and one whose reputation will enhance the Toledo Northwestern Ohio Food Banks public image. Care should be taken to ensure that the sponsoring organization is not using Food Banks name to offset bad publicity or to improve an otherwise unfavorable public image.

## **RATIONALE:**

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Toledo Northwestern Ohio Food Banks utilizes this fund-raising strategy to ethically and effectively generate resources for our agencies and the people they serve.

## **Criteria To Use When Entering Third Party Relationships:**

The following criteria will apply to *all* third party events/programs conducted on behalf of Toledo Northwestern Ohio Food Banks:

1. The sponsoring organization is responsible for all sales, marketing and promotion of the event.
2. Hazardous events will not be considered.
3. The event/program must comply with applicable local, state and federal laws and regulations as well as Toledo Northwestern Ohio Food Banks policies and Association of Fundraising Professionals guidelines.
4. Events/programs that cross Toledo Northwestern Ohio Food Banks geographic boundaries must have the approval of all the Food Bank components involved, with the exception of nationally approved promotions.
5. If only a portion of the proceeds will go directly to Toledo Northwestern Ohio Food Banks, the sponsoring organization must clearly disclose to purchasers, participants, etc., the approximate amount of dollars and/or percent of the proceeds that will go to Toledo Northwestern Ohio Food Banks.
6. All publicity and/or promotional materials released to the mass media referencing Toledo Northwestern Ohio Food Banks involvement require advance approval from the Food Bank.
7. Events involving alcohol and/or tobacco require special consideration by Food Bank.
8. Agencies of Toledo Northwestern Ohio Food Banks must always be painted in a positive light by the sponsoring organization.
9. The Food Bank will not supply any funding to finance a third party event/program and will not be responsible for any debts incurred.

10. Any use of the Food Banks service marks (name and logo) is prohibited unless the food bank licenses the third party to use the mark. All print and collateral materials must be approved by the Toledo Northwestern Ohio Food Bank and comply with existing guidelines regarding the use of the food bank service mark.
11. All checks from participants of third party events and programs must be made out to the sponsoring organization, unless otherwise approved by the Food Bank. Use of the Food Banks tax identification number also requires prior approval.
12. The sponsoring organization should provide the Food Bank with a list of targeted corporate sponsors. The Food Bank reserves the right to exclude solicitation of specific sponsors.
13. If a separate bank account is being established by the Third-Party for the event, it must be opened in the Third-Party's name, not Toledo Northwestern Ohio Food Bank's; Food Bank policies do not permit a Third-Party to establish a bank account in the name of the Toledo Northwestern Ohio Food Bank.
14. The Third-Party will tender the percentage of net proceeds from the event due to the Toledo Northwestern Ohio Food Bank within forty-five (45) days of the event.

### **Events/programs should also meet the following additional criteria:**

1. A memorandum of agreement should be signed by both parties and accompanied by a detailed project description, including a timeline, budget, promotional objectives, and a minimum guarantee of monies to be provided to the Food Bank. Please note, memorandum of agreement will include mutual hold harmless language and insurance requirements.
2. The sponsoring organization shall provide the Food Bank with a summary of results relevant to the event/program with-in 30 days of the event's end (number of tickets/sponsorship, etc. sold for the event, the revenues generated from the event, and a list of expenses associated with the event). If requested, we ask that supporting documentation in the form of receipts, invoices, etc., be provided. The Third-Party will maintain complete and accurate records containing all information required for computation and verification of the amounts due the Food Bank should the Toledo Northwestern Ohio Food Bank determine that an actual review is necessary.
3. If conducting a raffle, the sponsoring organization must adhere to all legal raffle guidelines. A raffle is defined as a scheme for the distribution of prizes by chance among persons who have paid money for paper tickets that provide the opportunity to win these prizes. In light of the state and federal laws and regulations governing these events, Food Bank must pre-approve the terms and conditions of all raffles.
4. If sponsoring organization is conducting an event, the Food Bank requires verification that the sponsoring organization has adequate insurance coverage, and must receive a certificate of insurance that names the Toledo Northwestern Ohio Food Bank as Additional Insured no later than 30 days prior to the scheduled event. The Third-Party must, in its sole discretion, determine the extent of required insurance for the event in order to protect itself from claims, which may arise out of the event. For The Toledo Northwestern Ohio Food Bank's protection, the Toledo Northwestern Ohio Food Bank must request the Third-Party agree to indemnify and hold Toledo Northwestern Ohio Food Bank harmless from and against any and all losses, damages, costs, attorney's fees, expenses, and liabilities incurred in connection with, or with the defense of, any claim or action or proceeding arising out of or incurred in connection with the event.

### **Special Note:**

1. The Food Bank does not share or sell its internal list of donors or supporters.
2. The Food Bank does not provide volunteers to run third party events.
3. The Food Bank reserves the right to audit the sponsoring organization's books and records, related to the even (especially if event expenses exceed 50% of gross proceeds).
4. Presence on the Food Bank website and media assistance is decided on a case by case basis and is usually related to revenue levels.