

Thank you for your interest in hosting an event or promotion to benefit *The Drake House* ("Nonprofit"). We are deeply grateful for the generous support of our friends in the community who share our commitment to providing housing and education programs for homeless single mothers in North Metro Atlanta. Your donations provide emergency housing, career coaching, education and other important services to moms and their children.

Individuals, businesses or groups may sponsor an event to raise funds for **The Drake House**. This kind of activity is called a "third-party" event and encompasses the process by which another organization, group or individual raises money on our behalf. If you are interested in organizing and hosting your own third-party event to benefit **Nonprofit**, please:

- Review the Third-Party Fundraising Guidelines, which we ask all individuals and organizations to follow when fundraising on our behalf;
- Fill out the short Fundraising Event Proposal Form with a detailed description of your fundraising event and which is required before the event can be advertised or solicitations for donations can be made; and
- Sign and return both the Fundraising Event Proposal Form and the Fundraising Guidelines Acceptance Form by mail, e-mail, or in person to the address indicated on the Acceptance Form and a representative of The Drake House will contact you after your proposal has been considered and approved.

**Nonprofit** will carefully review and evaluate each Fundraising Event Proposal Form for viability and appropriateness with **Nonprofit**'s goals and objectives. **Nonprofit** must sign and approve the Fundraising Event Proposal Form and Fundraising Guidelines Acceptance Form before you can begin to use **Nonprofit** name and logo or raise money on our behalf. Before signing the Fundraising Guidelines Acceptance Form, please review the Third-Party Fundraising Guidelines carefully and let us know if you have any questions.

#### This packet includes:

- Third-Party Fundraising Guidelines
- Fundraising Guidelines Acceptance Form
- Fundraising Event Proposal Form

On behalf of **The Drake House**, we would like to again thank you for your support. Should you have any questions or need more information, please contact Kimberly Jackson, Director of Development at: 770-587-4712, or via email at kjackson@thedrakehouse.org or regular mail at: The Drake House, 10500 Clara Drive, Roswell, GA 30075, Attn: Development Director

Sincerely,

## The Drake House

# **Third-Party Fundraising Guidelines**

Donations to *The Drake House* ("Nonprofit") are extremely important, and your interest in helping us meet the housing and education needs of homeless single mothers is greatly appreciated. Nonprofit is accountable to the public and Internal Revenue Service for fundraising activities using our name. To this end, the following guidelines have been developed to serve as standards for those who organize special events, benefits or promotions on behalf of our organization.

#### **Section 1.** Definitions

- 1.1 "Nonprofit" is *The Drake House*
- 1.2 "**Sponsor**" is a non-affiliated group or individual who is the organizer of the Event.
- 1.3 "**Event**" is any fundraising activity proposed by Sponsor to benefit Nonprofit, where Nonprofit has no fiduciary responsibilities and little or no staff involvement.

#### Section 2. Event Application and Approval

- 2.1 All Sponsors must complete and submit the attached Fundraising Event Proposal Form by mail or in person to: The Drake House, 10500 Clara Drive, Roswell, GA 30075 or by email to: thedrakehouse@thedrakehouse.org
- 2.2 Nonprofit will review Sponsor's Fundraising Event Proposal Form and provide Sponsor with a response within 14 days of receipt of the form.
- 2.3 The Fundraising Event Proposal Form and Fundraising Guidelines Acceptance Form must be signed and approved by Nonprofit before Sponsor can begin to use Nonprofit's name and logo or raise money on its behalf.
- 2.4 Approval for the Event is specific to dates and times listed on the Event Proposal Form. If Sponsor would like to repeat the Event, Sponsor must submit a new proposal.
- 2.5 Events must complement the mission and image of Nonprofit. Sponsors or Events that conflict with the mission or values of Nonprofit are not permitted. Nonprofit discourages events and sponsorship by companies with products that do not support or might be in conflict with the health and well-being of homeless single mothers and their children.
- 2.6 Nonprofit may, in its sole discretion, deny applications that do not complement its mission and objectives and refuse funds raised at unapproved Events.
- 2.7 Nonprofit may withdraw approval for the Event, before or during the Event, if, in its sole discretion, Nonprofit determines that the Event is or will be harmful to Nonprofit.

#### Section 3. Gaming Events

- 3.1 Georgia has strict regulations governing raffles and gaming events carried out for charitable purposes. Sponsor may not organize an Event that includes lotteries, gambling, fortune telling and raffles/drawings.
- 3.2 Only Nonprofit is permitted to obtain the required gaming licenses, and Nonprofit will not obtain any required gaming licenses on behalf of Sponsor.
- 3.3 Sponsor may not organize an Event that includes a sweepstakes. In order for a sweepstakes to not constitute gaming, strict requirements must be followed. To ensure no gaming is taking place, Sponsor should not engage in a sweepstakes.

# **Section 4.** Marketing and Promotion

- 4.1 The Event may not be represented as an event sponsored or organized by Nonprofit, although The Drake House may be able to provide some event planning guidance and possibly assist in promoting the event through social media and an e-newsletter.
- 4.2 Promotions for the Event must reflect Nonprofit as a beneficiary (i.e. "proceeds from the \*\_event/program will benefit *The Drake House*").
- 4.3 All promotional materials related to the Event, and any information that will be distributed, published or sent out by Sponsor using the Marks (as defined in Section 6 below), must be reviewed and approved

- by Nonprofit in writing prior to distribution (e.g. social media, flyers, press releases, tickets, brochures, posters, etc.) and be approved by the Nonprofit's Development Director.
- 4.4 All references to Nonprofit in publicity and promotional materials for the event or promotion must refer to Nonprofit as, "*The Drake House*," unless otherwise requested by the Nonprofit
- 4.5 Nonprofit shall have no obligation to or responsibility for: (i) providing a mailing list of prospective donors; (ii) creating or sending invitations to the Event: (iii) creating a website or other marketing materials for the Event: (iv) obtaining press coverage for the Event; or (v) securing additional sponsorship or other funding support for the Event;
- 4.6 Sponsor must maintain high standards in promoting, producing and conducting the Event, for the protection and enhancement of Nonprofit and the goodwill associated with it.

#### Section 5. Marks and Logo

- 5.1 Sponsor acknowledges that Nonprofit's written materials, logo, trademarks, photos (collectively the "Marks") are the sole property of Nonprofit.
- 5.2 If (and only if) Nonprofit approves the Event, Sponsor will be granted a revocable, non-exclusive, non-assignable license to use the Marks solely in connection with the Event.
- 5.3 Sponsor agrees to submit a proof for approval prior to distribution, broadcast, or publications of all printed materials, publicity releases, social media, and advertising relating to any Event, which mentions The Drake House, uses its *initials*, *logo or trademark*, or contains The Drake House. Send all proofs via email to: thedrakehouse@thedrakehouse.org

## Section 6. Event Expenses

- 6.1 Sponsor is expected to keep Event expenses to a minimum, with no more than 25% of gross revenue used to cover Event expenses and the Sponsor may not use any of the event proceeds for profit or compensation.
- 6.2 Expenses incurred for conducting the Event are the responsibility of the Sponsor. Nonprofit will not be liable for any costs or expenses.
- 6.3 Nonprofit will not reimburse Sponsor for the purchase of goods for the Event. No goods may be charged to Nonprofit for any reason.

## **Section 7.** Management of Event Proceeds

- 7.1 Bank accounts may not be opened in the name of Nonprofit (or any of its ancillary names, including but not limited to The Drake Village or The Drake YPAC) for any reason, with such prohibition including online commercial payment processing systems such as PayPal and Venmo..
- 7.2 Checks must be made payable to: *The Drake House*
- 7.3 Only checks payable to Nonprofit will be provided with a tax-deductible acknowledgement letter in accordance with IRS and state tax regulations.
- 7.4 Sponsor must promptly submit to Nonprofit appropriate documentation from individuals and/or businesses regarding their financial donations.
- 7.5 Sponsor must provide Nonprofit with all of the net proceeds from the Event, to which Nonprofit is entitled pursuant to the Fundraising Event Proposal Form, within 30 days after the Event. Nonprofit may, in its sole discretion, elect to participate in a check presentation ceremony.

## **Section 8. Indemnification and Liability**

- 8.1 Nonprofit will not assume any legal or financial liability associated with the Event, nor will it indemnify Sponsor or any party involved in the Event for any liability, damage, expense or other costs arising out of or in any manner related to the Event.
- 8.2 Sponsor must indemnify, defend and hold Nonprofit and any of its employees, directors, officers, representatives, agents, and volunteers (collectively, "Indemnitees") harmless from and against any liability, damage, expense or other costs arising out of or in any manner related to the Event, including, but not limited, to any injuries sustained by Event volunteers or participants related to the Event.
- 8.3 To avoid inadvertently jeopardizing existing relationships between Nonprofit, and its donors, the Sponsor agrees to receive approval from Nonprofit before soliciting corporations, businesses,

celebrities, sport teams, or individuals for cash or in-kind donations relating to the Event. All requests must be submitted prior to solicitation of said entities.

#### Section 9. Miscellaneous

- 9.1 Event Insurance. Sponsor must obtain appropriate insurance coverage for the Event.
- 9.2 <u>Relationship of Parties</u>. Nothing in these Guidelines will be construed as authorizing Sponsor, or any of its employees or representatives, to act as an agent of Nonprofit, nor will these Guidelines create a joint venture, partnership or other similar relationship between Nonprofit and Sponsor, and no such relationship will be established by Sponsor's written acceptance of these Guidelines.
- 9.3 Sponsor must: (a) comply with all applicable federal, state and local laws during the planning, promotion and conduct of the Event, including, but not limited to, all IRS regulations applicable to the Event; (b) obtain all necessary insurance and requisite licenses and permits for the Event; and (c) maintain all necessary licenses, insurance and permits in full force during the Event.
- 9.4 <u>Additional Information</u>. Sponsor may obtain further information pertaining to third-party fundraising guidelines by reviewing the relevant statute under Georgia law, at O.C.G.A. 43-17-6 (2010)
- 9.5 Volunteers and Staff: Sponsor will secure volunteers and staff required to operate the activity.

PLEASE COMPLETE AND SIGN ACCEPTANCE OF FUNDRAISING GUIDELINES ON FOLLOWING PAGE

# **Acceptance of Fundraising Guidelines**

I/we have read the Third-Party Fundraising Guidelines for *The Drake House* ("Nonprofit") and agree to follow them and any additional terms agreed to in writing with Nonprofit in connection with this Event for its benefit. By publicly advertising Nonprofit as the recipient of proceeds for this Event, I/we accept the obligation to provide the full amount of the indicated proceeds to Nonprofit along with a written accounting of the proceeds within 30 days of the Event.

Note: The Fundraising Event Proposal Form and Acceptance of Fundraising Guidelines do not become effective until signed by an authorized representative of Nonprofit.

Submitted by:	
(Print)	(Title/Organization)
(Signature)	(Date)
Accepted by: THE DRAKE HOUSE	
(Print)	Title/The Drake House
(Signature)	(Date)

Please return completed
Fundraising Proposal Form and Acceptance of Fundraising Guidelines to:
The Drake House Fundraising Team
10500 Clara Drive
Roswell, GA 30075

# Fundraising Event Proposal Form for

# THE DRAKE HOUSE

1.	Name of Person/Group sponsoring fundraiser:
2.	Address:
	City: State: Zip:
3.	Contact person:
	Phone: Day/Evening/Email:
4.	Alternate contact person:
	Phone: Day/Evening/Email:
5.	Please give a brief description of the event:
6.	Date and time of event: Ending date of event:
7.	Location of event:
8.	Describe how the event will be publicized and how Nonprofit's name and/or logo will be used in promotional materials, advertising, marketing and general solicitations:
9.	Estimated number of attendees/participants:
	How will the revenue be generated?
11.	What percentage of your estimated net proceeds will be contributed to <i>The Drake House</i> ?
	(If applicable): \$ per product or; \$ per service to be contributed to <b>The Drake House</b>

12. If applied event.	able, please include on a separate attachment, a list of specific donors to be targeted for you	ur
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Date	Signature of Sponsor	

Please attach signed Acceptance of Fundraising Guidelines with your Fundraising Proposal This proposal will be reviewed and a response provided within 14 days of receipt.

Thank you for your support!

THE DRAKE HOUSE Use Only  Name of Person/Group sponsoring fundraiser:				
Comments:				
Signature:				
Amount received:	\$	Date		
Comments:				
Signature:				