



Down Syndrome Association
of West Michigan *Possibility. Promise. Potential.*

Down Syndrome Association of West Michigan Third Party Fundraising and Liability Release Agreement

The Down Syndrome Association of West Michigan (DSAWM) is grateful to all those businesses, organizations and/or individuals who seek to conduct a third party event (Event) in support of our mission.

The following are requirements for conducting an Event to benefit the DSAWM as a condition of using or benefiting from DSAWM trademarks, copyrights, other intellectual property, goodwill and reputation in connection with the Event.

An individual or organization desiring to conduct an Event shall complete and submit an application providing information about the proposed Event. This application must be received by the DSAWM at least 60 days prior to the Event date to ensure time to process and/or approve the Event. Once the application has been submitted it will be reviewed by the Executive Committee of the DSAWM. Applicants will be contacted with the committee's decision and, if approved, will be authorized to conduct the Event consistent with this Agreement.

Protecting the DSAWM's hard earned reputation is a priority. With this in mind, the undersigned agrees to the following when conducting third party Events.

1. Due to limited personnel resources, DSAWM will not provide staff support to Events.
2. All fundraising is to be conducted for the exclusive benefit of the DSAWM. Any variance must be approved by the DSAWM in advance of the Event.
3. As a responsible steward of public funds, the DSAWM works to keep fund raising expenses at or below 25% of the gross revenue. Individuals or organizations conducting an Event to benefit the DSAWM are required to ensure expenses do not exceed 25% of the gross revenue generated by the Event. Exceptions for first-year events, on a case-by-case basis, may be allowed in the DSAWM's sole discretion. The business/organization/individual agrees to minimize expenses related to the Event.
4. The business/organization/individual will not open any bank accounts using the DSAWM's name or Taxpayer Identification Number (TIN). Any check donations listing the DSAWM as "Payee" will be remitted to the DSAWM for deposit in a DSAWM account.
5. The DSAWM works with various underwriters and sponsors in connection with our mission. In order to ensure that there is no conflict with DSAWM sponsors and underwriters, the applicant must provide a list of potential Event sponsors before they are secured.
6. Only donations made directly to the DSAWM are tax deductible (to the extent permitted by law). DSAWM makes no representations or warranties regarding the tax implications of contributing to the DSAWM. DSAWM expressly disclaims any implication that donations made payable to a third party Event are tax deductible as a donation to the DSAWM. Applicants shall not offer sponsors, underwriters, participants or attendees the option of writing checks for the Event directly to the DSAWM for tax purposes, and shall not imply that payments made to the Event are tax-deductible.
7. The business/organization/individual agrees to provide the DSAWM with details regarding the Event upon reasonable request, and to provide the DSAWM with an Event plan, budget and final accounting upon request.

8. A check for the third party event's net proceeds (i.e. gross proceeds less all related expenses), must be delivered to the DSAWM within 30 days of the Event's conclusion.
9. Any use of the DSAWM name, logo, or proprietary information, stationary in any mailing, advertising, or for the media must receive prior approval from the DSAWM.
10. All publicity material related to the Event must be approved by the DSAWM before it is printed and distributed. This includes, but is not limited to, invitations, press releases, newspaper or newsletter articles, merchandise, etc.
11. In accordance with the Better Business Bureau Wise Giving Alliance's guideline for charitable promotions, all advertising and promotional materials for the Event will clearly disclose to the public the specific amount of money from the consumer's purchase that will be donated to the DSAWM. For example: \$10 of each ticket purchased, 10% of the sales price for this product, etc.
12. The DSAWM will not enter into any agreement with a business/organization/individual that conflicts with DSAWM programs and policies.
13. The DSAWM agrees not to release volunteer or donor names except as may be required by law.
14. All third party Event organizers are responsible for purchasing or obtaining liability insurance for the Event (which shall be financed by the organizer and which shall be reimbursed from the proceeds for the Event). The DSAWM must be named as covered beneficiary under the policy.
15. If an athletic or sporting Event is planned, all participants are required to execute waiver/release forms provided by the DSAWM and organizers shall deliver copies of the executed forms to the DSAWM following the conclusion of the Event.

Application Process:

Please submit a summary describing the proposed Event, including the contact name, Event name, contact information, date, potential sponsor listing, budget, and marketing sample to DSAWM.

I individually, or as a representative of the below named business or organization, agree to the above requirements and hereby fully release and hold harmless the Down Syndrome Association of West Michigan, and its affiliates, Officers, Directors, Trustees, agents, employees and representatives, successors and entities, together with their insurers, of and from any and all liability, claims, damages, expenses or causes of action for any reason arising out of or relating to the Event.

Signed by: Representative of DSAWM

Down Syndrome Assoc of West MI _____
As Representative for the DSAWM Date

Signed by:

As Representative of (if applicable) Date

Third Party Event Name

Third Party Event Date(s)