

**THIRD PARTY FUNDRAISING AGREEMENT**

*Third Party Fundraising and Liability Release Agreement*

Brooke USA is grateful to all those businesses, organizations and/or individuals who seek to conduct third-party fundraising efforts in support of our mission.

Protecting Brooke USA’s hard-earned reputation by being associated with quality third-party fundraisers is more important than the incremental funds raised as a consequence of these efforts. With this in mind, the undersigned agrees to the following when conducting third party fundraising efforts to benefit Brooke USA:

1. The business/organization/individual must bear all the costs associated with third-party fundraising events, and contractual agreements for space, materials and services, and accompanying liability shall be the sole responsibility of the business/organization/individual and not of Brooke USA (unless agreed upon otherwise).
2. The business/organization/individual will not open any bank accounts using Brooke USA’s name or Taxpayer Identification Number (EIN). Any check donations listing Brooke USA as "Payee" will be forwarded to Brooke USA for deposit in a Brooke USA bank account.
3. Only donations made directly to Brooke USA are tax deductible (to the extent permitted by law). Donations made directly to a third-party supporter are not tax deductible.
4. Due to limited personnel resources, Brooke USA cannot provide staff support to third party fundraising efforts. Yet, we will assign a staff representative to help you bring your ideas to fruition (unless agreed upon otherwise).
5. The business/organization/individual agrees to minimize expenses related to third-party fundraising efforts.
6. The business/organization/individual agrees to an "open book" policy, and to provide details of fundraising efforts, if requested.
7. Any use of the Brooke USA name, logo, or stationary in any mailing, advertising, or for the media must receive prior approval from Brooke USA. The correct terminology when promoting an event is: *Benefiting Brooke USA*.
8. Brooke USA will not enter into any agreement with a business/organization/individual when there is a potential conflict of interest with Brooke USA's programs, policies, or mission.
9. All fundraising is to be conducted for the exclusive benefit of Brooke USA. Any variance must be approved by Brooke USA in advance of the event.
10. Brooke USA does not release volunteer or donor names.
11. All third-party event organizers are responsible for providing insurance as required by law, or established business practice.
12. A check for the third-party event's net proceeds (i.e. gross proceeds less all related expenses), must be delivered to Brooke USA directly on a date agreed by both parties.

I individually, or as a representative of the below named business or organization, agree to the above requirements and hereby fully release and agree to hold harmless Brooke USA 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.

Name of Third Party Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Description of Third Party Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date(s) of Third Party Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business or Organization, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Third Party Program Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

*APPROVAL FROM BROOOKE USA*

Brooke USA Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

*PLEASE KEEP A COPY OF THIS FOR YOUR RECORDS*