#### Dear Friends:

The ALS Association Northern Ohio Chapter would like to thank you for your interest in hosting a third party fundraising event. With your help, we will continue to make a difference in the lives of persons in our region who are currently living with ALS.

The enclosed packet of information is intended to provide you with some ideas for events, as well as help you select the best event for your group. The best event is one that makes the most of your group's interests, enthusiasm, resources and contacts, and achieves your goal. In addition to this packet, the ALS Association has various tools to help guide you through the planning, organizing and managing phases of your event.

Once you have selected your event, we ask that you submit the enclosed **Community Partner Event Application & Agreement Form**. The ALS Association defines a Community Partner Event as any fundraising activity conducted by an individual or group where the ALS Association has no fiduciary responsibilities and little or no staff involvement. If this is a new event, please obtain approval of your application prior to initiating activity.

Once the application is approved and we have received the signed Agreement, we will contact you to define the roles and responsibilities of both your group and our Chapter. I am available to answer any questions you may have and can be reached at 216-867-1265 or <a href="mailto:diana.lewis@als.org">diana.lewis@als.org</a>.

Thank you again for your interest in helping individuals with ALS.

Sincerely,

Diana Lewis

Marketing & Events Manager

Dina L. Lewis



# ALS

## FY24: Third-Party Sponsored Event Agreement

This agreement is between a third party and The ALS Association. A Third-Party Event is any fund-raising activity conducted by an individual or group where The ALS Association has fiduciary responsibilities and staff involvement. No other organization may benefit from the event. By following the procedures herein, event donors and participants will be eligible to receive the tax benefits of contributing to a non-profit organization.

By signing this Agreement, the signatory agrees to the following requirements:

#### **Promotion & Planning**

- The event will be promoted and conducted in a manner to avoid statement or appearance of The ALS Association endorsing any product, firm, organization, individual or service.
- The ALS Association reserves the right to decline any underwriting and/or sponsorship when it believes that the association may negatively reflect on The ALS Association.
- The use of any of the official logos of The ALS Association should be used appropriately in conjunction with such an activity and requires pre-approval. This includes the Distinguished Events, Team Challenge ALS, Walk to Defeat ALS® logos and any Lou Gehrig photo. If in the sole opinion of The ALS Association it is not used appropriately, The ALS Association may unilaterally withdraw permission to use the logo and/or the photo.
- Logos may not be altered in typeface, color, configuration and/or position. The ® registered
  marks must appear next to the logo. Any use of the logos must adhere to established graphic
  standards. Logos, symbols, and other designs are intended to instantly convey a distinct
  impression of an organization's identity, its distinctiveness or character. These symbols, logos
  types or even phases are registered to protect them from use by others.
- The ALS Association's logo may appear on the front or back of all brochures and publications
  distributed by your group pending approval from the Association. If the logo is not used on the
  front cover it may appear by itself without the spelled-out name of the organization. In this
  case, it is recommended that it be printed on the back cover of a brochure with address and
  phone number.
- Third parties must be correct and consistent when using the name of our organization in text, whether it is a letter, brochure, newsletter, etc... In text the first reference should always be "The ALS Association." Note the "t" in The" is a capital "T" regardless of where in the sentence the name appears.
- When referring to ALS as Lou Gehrig's Disease, note the "D" is always upper case. You may not list the name "Lou Gehrig" in the title of your activity or event without permission from the Curtis Management Group (CMG), the operators of the Lou Gehrig estate. (i.e. The Lou Gehrig Classic sponsored by Acme Markets). The Lou Gehrig image may not be used on any fundraising material where you are asking for money. This is a legal copyright issue. If you have questions, consult with your Chapter staff person. Note that if the name or likeness of Lou Gehrig is approved, a fee is usually involved. The ALS Association staff person with whom you are working can give you further guidance if/when this request is appropriate.
- The ALS Association's EIN number can only be used in conjunction with the specific event envisioned by this Agreement, and abuse of this provision will result in immediate forfeiture of the right to continue using it and notice thereof to all appropriate parties.
- All promotional material including advertising, brochures, flyers, letters, and press releases are a
  reflection of The ALS Association and this chapter and must meet our standards. Therefore, all
  collateral distributed in mass must be approved by your staff partner.

Revised 1/9/2023 Page 1 of 3



## FY24: Third-Party Sponsored Event Agreement

- A timetable and action plan must be created and shared with The ALS Association at least three months before the event.
- The ALS Association reserves the right to decline endorsement of an event if other non-profit organizations are beneficiaries and/or involved in the event without mutual compliance.
- The event promotion and fundraising must remain within the participating chapter's territory. When more than one chapter is involved, the third party must consult with each chapter on the extent of their involvement. However, only one application needs to be completed and only one form needs to be signed and presented to the host chapter. All other participating chapters should be listed as beneficiaries of the activity on the application.

#### Liability

- All expenses must be agreed upon in advance. The ALS Association is not financially liable for expenses not agreed to in advance of the activity or event.
- Third parties will work with The ALS Association and its insurance agent to determine whether participants must complete a waiver of release from liability.
- Third parties will provide insurance certificates or work with the Association staff to secure a certificate of insurance.
- If alcohol is approved and alcohol service is provided, it is critical that they be handled in a responsible manner. You must comply with all applicable alcohol laws and regulations, including obtaining any jurisdiction permits or licenses required to serve alcohol at the event.

#### Handling of Funds & Record-Keeping

- A proposed budget for the activity itemizing anticipated expenses and income must be submitted prior to initializing the activity and approved by The ALS Association.
- The ALS Association should receive a list of targeted sponsors for the activity, before they are approached to minimize overlapping with other events/programs.
- The ALS Association must receive 100% of gross proceeds within 30 working days of the conclusion of the activity.
- A post event report must be submitted within 60 days following the activity, which includes:
  - Financial Report: List the budgeted and actual results for each source of revenue and each category of expense. Please comment on any significant discrepancies.
  - o **Sponsor List**: List all the event sponsors and the amounts contributed.
  - Participant List: List the names of all the individuals participating in the event.
  - In-Kind Contributor List: List the names of all the in-kind donors and the items donated.
  - Media Report: Summarize any media coverage received and, if available, attach copies of articles, ads, etc.
  - Copies of all Printed Materials: Collect copies of brochures, invitations, flyers and any other printed materials.
  - Chairperson's Report: Please submit any comments on your experience that you believe would be helpful to other groups planning similar events.
- The ALS Association will receive a complete accounting of funds collected and expenses related to the event. The ALS Association reserves the right to inspect all financial records.
- All promotional materials must clearly state the percentage of proceeds and/or the portion of the ticket price that will benefit The ALS Association.
- The ALS Association will receive a list of all tangible non-cash (in-kind) contributions and contributors to the third-party event.

Revised 1/9/2023 Page 2 of 3



## FY24: Third-Party Sponsored Event Agreement

#### Other

- All third-party events should be accessible to people with disabilities. The event should take
  place at a location that meets ADA regulations. Third parties should promote and make
  arrangements for any special "accommodation" needs with participants, volunteers and staff.
- If the activity is being conducted as a tribute to someone, third parties must seek the individual's approval in advance and have this individual sign this document as well.

#### THE ABOVE GUIDELINES HAVE BEEN READ, UNDERSTOOD AND AGREED TO BY:

Contact Name		Date	
Address			
Phone/Fax			
Email Address			
Organization/Affiliation			
Event Name			
Proposed Date of Event			
The ALS Association Staff Member			
Please sign below:			
Print Name			
Signature	Date		
This activity in being held in honor of:			
Print Name			
Signature	Date		

Revised 1/9/2023 Page 3 of 3