

John McGivney Children's Centre Administrative Manual	A-P 2-80
Third Party Events Policy	

1. Purpose

John McGivney Children's Centre (JMCC or the Centre) is grateful to have the support of the community. This support is often translated into the offer, by various individuals, groups, and organizations, to raise funds through specific activities and events. The Centre recognizes and appreciates the significant contribution of such events, both in revenue and in heightened community awareness of the work of JMCC in support of children and youth with special needs and their families in Windsor and Essex County.

This policy has been created to ensure that:

- Third party event sponsors and JMCC understand and agree, in advance of the event, of their respective roles in the planning and conduct of the event.
- Third party events do not place undue pressure on JMCC staff.
- Third party events are undertaken in accordance with all legal requirements
- Third party events are financially viable.
- Third party events contribute to the continued positive image of JMCC within the community.
- The distribution of funds raised by a third party event reflects both the intent of the donors and the stated objectives of JMCC.

2. Definitions

Third Party Events: Third party events are fundraising initiatives that are planned, run, and financed by the individual(s), organizations, or groups intending to collect donations on behalf of JMCC or pay all or a portion of the net proceeds of the event to JMCC. It is important to note that when JMCC sanctions a third party fundraiser, which is implicit when it issues related tax receipts, the law may make JMCC responsible for the event, depending on the specific circumstances.

JMCC Events: JMCC events are driven by the Centre and are planned, run and financed by the Centre.

3. JMCC support for third party events

What JMCC can do to support third party events:

- Provide and approve usage of the Centre's logo, tagline and name.
- Assist in promoting the event on our website, our social media channels and through other promotion that is deemed appropriate.
- Provide a letter of support to validate the authenticity of the event.
- Provide a tax receipt for donations of \$20 or more to donors who make their cheques payable to John McGivney Children's Centre, provided this amount represents a donation and no product or benefit, beyond a nominal value (the lesser of 10% of the donation or \$75), is received by the donor in return.
- Where possible/appropriate, coordinate a cheque presentation following the

event.

- Where possible, coordinate JMCC representatives to attend the event.

What JMCC cannot do to support third party events:

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- Provide funding or reimbursement for expenses.
- Solicit sponsorship revenue for the event.
- Source any licensing or insurance that may be necessary for the event.
- Provide mailing lists of donors, volunteers or vendors.
- Dedicate JMCC staff time to event planning, coordination and administration.
- Issue gift-in-kind receipts.
- Guarantee staff, volunteers or board members will attend the event.

4. Approval Process

New Third Party Events

New organizations or groups that wish to support JMCC by proposing a new third party event must complete the Third Party Event Proposal form and submit it to JMCC as soon as possible and no later than three months prior to the proposed event date.

All proposals will be reviewed by JMCC and will be evaluated based on the following criteria:

- The capacity of the third party to undertake the event without incurring unacceptable risk to JMCC.
- Consistency with the good image of the Centre. All events and activities must be ethical and compatible with the vision, mission and values of JMCC.
- The benefits that the event will afford JMCC including financial and public relations.
- The demands, if any, that the event will place on the resources of the Centre.
- The ability of the event to bring new and/or enhanced support to JMCC.
- The availability of dates within JMCCs annual calendar.
- The impact of any other opportunities or challenges associated with the event.

After review and evaluation, JMCC will notify the event sponsor and either approve or decline the event.

JMCC does not approve the following types of events:

- Programs that do not follow the Association of Fundraising Professionals (AFP) Code of Ethics (programs that involve a professional fundraiser, telemarketer and/or an agreement to raise funds on a commission, bonus or percentage basis) or that contravene the law.
- Events that promote the use of tobacco.
- Events that involve promotion of a political party, candidate or appear to endorse a political activity.

Previously conducted third party events

If the event has been held in previous years in support of JMCC, organizers must

still contact the Centre as soon as possible before their event and no later than three months before the proposed date. JMCC will grant written approval of recurring events each year, based on the recommendations of the post-event evaluation and based on the events calendar for the year in question. JMCC reserves the right to decline events that have been run in the past.

5. Advertising and promotion: The use of JMCC logo

Advertisement and promotion of the event is the sole responsibility of the event organizer. JMCC must approve all materials, both print and digital, that contain the JMCC logo or that reference JMCC before production/distribution (posters, websites, advertisements etc.). JMCC is able to post promotional flyers or information on the Centre website and social media channels and potentially post flyers at the Centre, if applicable. Liability and licenses.

6. Insurance

Event sponsors are responsible for providing proof of appropriate liability, property and general insurance coverage for the event. JMCC will not cover expenses or assume any legal or financial liability associated with the event. JMCC is not responsible for any accidents or damage to persons or property that may occur related to the event.

Event sponsors are required to inform all event participants of any risks associated with their event and if appropriate (e.g. participating in a sport, being in a motorized vehicle, being in and around water, etc.) must obtain a waiver of liability from each participant or their parent/guardian in favour of JMCC.

7. Licensing

Event sponsors are responsible for all licenses that may be required for the event.

Please note: Under the regulatory oversight of the Alcohol and Gaming Commission of Ontario (AGCO), any draw involving the chance of a prize in exchange for payment constitutes a lottery and requires an approval license issued by the local municipality or AGCO. This would include a bingo, raffle, break-open ticket, and 50/50 draw. The responsibility of acquiring this license falls solely on the event organizer and not on JMCC. When there is no lottery license, drawings for door prizes, etc. may still be conducted, provided that tickets are offered free of charge to anyone who is approached regarding participation.

8. Designation of Donations/Event Proceeds

Funds generated by a third party event, which are publicized to raise funds for JMCC, without reference to a specific program, appeal or fund, shall be allocated to JMCC's general fund.

Funds generated by third party events, which are publicized to benefit a particular program, appeal or fund, will be held by JMCC as funds restricted for that use and disbursed to support those specified purposes.

9. Financial reporting and transfer of raised funds

Event sponsors are required to inform JMCC of what funding can be expected from the event (such as a percentage of the profits, a one-time donation, or all proceeds). This information must also be made specific in event promotions. Event sponsors shall be required to maintain clear and accurate records for all expenses and revenues in connection with the event.

Event sponsors shall be required to provide JMCC with event proceeds allocated to JMCC, contact information for receipting purposes and financial records within 30 days following the event, unless otherwise specified by the event sponsor and agreed upon by JMCC in advance of the event. JMCC reserves the right to audit all revenues and expenses of the event in order to ensure that it complies with the contractual commitments owed to JMCC.

10. Charitable income tax receipts

In most cases, proceeds from the fundraising event allocated to JMCC will be remitted to JMCC in a single payment that does not require the issuance of any charitable income tax receipts.

In circumstances where income tax receipts are issued to those who participated in the event, the receipts will be issued by JMCC based on the information provided by the event sponsor. The basis for the amount of the individual receipts must be in accordance with applicable law. In advance of the event, JMCC has the right to review and approve any such determination and to review documentary requirements with the event sponsor to ensure compliance. The event sponsor is responsible to obtain and provide the necessary information to JMCC to support charitable income tax receipts.

Privacy of donors

Individuals must be made aware that the event sponsor will be collecting the above information on behalf of JMCC and in accordance with applicable privacy laws; the following opt-out clause must appear on any written documents which asks people for their personal information:

The information you are being asked to provide will be used to process your donation(s) and to provide you with an official tax receipt.

From time to time, we may use your contact information to keep you informed of other John McGivney Children's Centre related activities, events and/or fundraising opportunities in support of the John McGivney Children's Centre. If you would prefer not to appear on our contact list, please check the space provided below:

I do not want to appear on the John McGivney Children's Centre contact list.

11. Proposal

The event sponsor must complete an *Event Proposal Form* in the form of Schedule A which will provide the necessary event details such as nature of the event, time, place and contact information as well as provide JMCC with the expectations on the support required from the Centre.

12. Fundraiser Agreement

Proposals shall be accepted by JMCC, conditional on the event sponsor entering into a Fundraiser Agreement in the form of Schedule B.

13. Recognition

Recognition for the event sponsor will be in accordance with established donor recognition policies.

14. Post Event Evaluation

Upon completion of the event, representatives of the event sponsor and the Centre will evaluate the success of the event and determine next steps regarding repeating or building upon the event.

15. Termination

If JMCC has serious concerns about the way the third party event is being implemented and such concerns are not immediately addressed, JMCC shall exercise its option to cancel the event. JMCC is not responsible for financial or other damages that may result from such cancellation.

Schedule A: Event Proposal Form



EVENT PROPOSAL FORM

Please complete this event proposal form and submit for review at least 3 months in advance of your fundraising event. Please forward completed forms to:

Danielle Friest, Senior Manager, Communications & Community Affairs.

T: 519-252-7281, ext. 241 F: 519-252-5873 E: danielle.friest@imccentre.ca

CONTACT INFORMATION

Full Legal Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Primary Contact: _____

Telephone: () _____ Fax Number: () _____

Email Address: _____ Website: _____

Logistics Contact (if different from above)

Logistics _____ Contact _____ Name: _____

_____ Telephone: _____

_____ Fax Number: _____

Email: _____

EVENT ORGANIZER INFORMATION

1. What is the nature of your business/organization? _____

2. Please explain your affiliation, inspiration or reason for wanting to support the John McGivney Children's Centre through a community fundraising event.

PROPOSED EVENT INFORMATION

1. Name of Event: _____ Date of Event: _____
2. Location and Address of Event: _____
3. Event Start Time: _____ Event End Time: _____
4. Please describe the nature of this event. (Please attach more information as needed).

5. Has this event been done before? Yes No
If Yes, please tell us when and describe who held the event and summarize the results.

6. What is the target audience of this event? _____
7. What is the projected attendance? _____
8. How will you promote, market and/or sell tickets for this event? _____
9. Will John McGivney Children's Centre or the event/initiative receive any publicity?
 Yes No
If yes, please describe. _____

FINANCIAL INFORMATION

1. Please describe how revenue will be generated (i.e. Pledges, Ticket Sales, Sponsorship, Auctions, Donations, Product Sales, Cause Related Marketing).

2. What is the budget for this event: _____
3. Do you require any of the following?
Gaming License: Yes No
Liquor License: Yes No
4. Projected financial information. Total Revenue: _____ Total Expenses: _____
5. Please state your estimated donation to the John McGivney Children's Centre? -
6. Will other charitable organizations benefit from this initiative? Yes No
If yes, please list the other beneficiaries. _____

7. Are you approaching sponsors for your event? Yes No
Please list businesses/organizations being approached for support. _____

JOHN MCGIVNEY CHILDREN'S CENTRE INVOLVMENT

1. What support would you like JMCC to provide, if we are able?

2. Do you require a member of JMCC to speak or assist with the community event? Yes
 No

If yes, please indicate for what function the representative is required:

- Speaker Accept Proceeds Meal Guest
 Event Guest Golf Tournament Participant Other: _____

3. Do you require the use of the JMCC logo? Yes No

If yes, how will our logo be used? _____

8. For planning purposes, will John McGivney Children's Centre be required to issue tax receipts? If so:

a. Describe what for: _____

b. Estimated number of receipts: _____

I, _____ agree that a representative of the John McGivney Children's Centre must approve this proposal and the use of its name and/or logo prior to publicizing or holding this proposed event. I understand that any approval of this proposal is conditional on entering into a Fundraiser Agreement, providing among other things that John McGivney Children's Centre is not liable for any costs associated with the running of the event.

Signature of Applicant

Date

<p>FOR OFFICE USE ONLY:</p> <p>Notes:</p>
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Approved by: Elaine Whitmore

Date Approved: Jan. 31/18

Reconfirmed:

Revised:

For administrative use only - This document is also included as a cross reference in the Table of Contents of the following manual(s): A, B, C.

Schedule B: Fundraiser Agreement



FUNDRAISER AGREEMENT

THIS FUNDRAISER AGREEMENT made [insert date]

John McGivney Children's Centre ("JMCC") welcomes the undersigned's support and would be pleased to be the charity of choice to benefit from the event (the "Fundraiser") described in the proposal form dated [insert date] (the "Proposal") that the undersigned submitted to JMCC – thank you!

To help ensure the success of the Fundraiser we need to understand our respective roles. For this reason, we outline our respective roles and responsibilities as follows:

1. **Undersigned has Full Responsibility.** The undersigned shall be fully responsible for the Fundraiser, notwithstanding that others may assist in planning and holding of it.
2. **JMCC Intellectual Property only to be used with Consent.** The undersigned shall obtain the prior written consent of JMCC in respect of the publication and/or use of its name, logo and/or any other intellectual property, including but not limited to the use of JMCC's name and/or logo on Fundraiser advertising.
3. **Costs to be Borne by Undersigned.** All costs and expenses of the Fundraiser shall be borne by the undersigned and JMCC shall not be responsible for any costs.
4. **Legal Compliance.** The undersigned shall assume the legal responsibility for the Fundraiser and shall comply with all federal, provincial, municipal and other laws and regulations which are in any way applicable to the Fundraiser. JMCC and its agents shall have no legal or other responsibilities in connection with the Fundraiser. Without limiting the generality of the foregoing, the undersigned shall be responsible for all licenses or other third party approvals that may be required in connection with the Fundraiser.
5. **Fundraiser to be Conducted Responsibly.** The undersigned shall use its best efforts to conduct the Fundraiser in a responsible manner and shall at all times act fairly and honestly. Without limiting the generality of the foregoing, the undersigned shall not: do or omit to do anything which would be a breach of the Code of Ethics of the Association of Fundraising Professionals; promote the use of tobacco in any way; and/or undertake partisan political activities.

6. **Covenant not to Damage Reputation of JMCC.** The undersigned shall not do or omit to do anything which could in any way jeopardize or damage the reputation of JMCC and/or its agents.
7. **Cost Control.** The undersigned shall use its best efforts to minimize the costs of the Fundraiser and shall under no circumstances pay higher than market rates for any venue, services, equipment, materials and/or other items used in connection with the Fundraiser.
8. **Accounting for Fundraiser to be Clear and Accurate.** The undersigned shall maintain clear and accurate records of all expenses and revenues in connection with the Fundraiser and shall provide such records to JMCC within 30 days of the end of the Fundraiser, along with the allocation due to JMCC as described in the attached Proposal.
9. **Issuance of Tax Receipts.** Upon payment to JMCC, JMCC shall issue tax receipts for all donations collected by the undersigned on behalf of JMCC in the amount of \$20.00 or more that are properly receiptable in accordance with applicable law. The undersigned shall collect and provide to JMCC such donor information as is necessary for the issuance of such receipts and in connection therewith, inform the donor of the purposes of such collection and that the information will be used by JMCC. For greater clarity, the undersigned shall not issue any tax receipts in connection with donations collected on behalf of JMCC.
10. **Complaint Management.** In the event of a complaint which is in any way connected to or involving the undersigned or its agents, the undersigned shall cooperate and cause its agents to cooperate as necessary to reasonably resolve the complaint, including participating in such complaint resolution processes as directed by JMCC.
11. **Notice of Potential Claim.** In the event that a person is injured and/or events occur in any way connected with the Fundraiser and/or performance of the undersigned's obligations under this Agreement, the undersigned shall forthwith deliver written notice of the same to JMCC.
12. **Indemnity.** The undersigned shall indemnify and hold harmless JMCC and its agents and the heirs and assigns of the aforementioned persons or bodies from and against all liabilities, losses, costs, sums, damages, expenses, obligations, demands, suits, claims, actions and other proceedings (including legal, accounting and other professional fees and charges), whether first party or third party, direct, indirect or consequential suffered or incurred by any one or more of them by reason of: any negligent acts or omissions of the undersigned or those for whom the undersigned is responsible including without limitation employees and other agents; any inaccuracy in any information given by the undersigned to JMCC; any default, breach or violation of the terms of this Agreement; and any termination of this Agreement for cause.
13. **Undersigned to Carry Insurance.** The undersigned shall carry appropriate insurance. All such policies shall name JMCC and its agents as insureds and shall be non-cancellable as to JMCC and its agents except after at least 10 days' notice to JMCC. The undersigned shall furnish to JMCC copies of all relevant insurance certificates at least one week prior to the date of the Fundraiser.

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- 14. **Relationship.** This Agreement shall not create a partnership, joint venture or employment agreement between the parties and the undersigned agrees that it does not have any such relationship with JMCC.

- 15. **Changes to Material Details.** In the event the undersigned contemplates changes to any of the material details of the Fundraiser, the undersigned shall forthwith give written notice of the same to JMCC and shall not implement any such changes without the advance written approval of JMCC.

- 16. **Termination.** JMCC shall have the option to terminate this Agreement on written notice to the undersigned, if the undersigned breaches this Agreement and/or JMCC has concerns about the way the Fundraiser is being implemented and such breach and /or concerns are not immediately addressed after written communication to the undersigned. In the event of any such termination, JMCC shall not be responsible for financial or other damages that may result.

- 17. **Post Fundraiser Evaluation.** Upon the invitation of JMCC, the undersigned shall participate in a post Fundraiser evaluation to assess the success of the Fundraiser and determine next steps regarding repeating or building upon the Fundraiser.

IN WITNESS WHEREOF this Agreement has been executed under seal by the undersigned as of the date first written above.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness as to the signature of

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Signature↑
Print Name→

seal