



Community Fundraising Event Guidelines

Thank you for your interest in hosting a fundraising event or program benefitting Pinky Swear Foundation! We are grateful that you have chosen to support our mission to help families with a child in cancer treatment. Because of champions like you, Pinky Swear is able to help more of those families each year!

Pinky Swear is grateful to be the beneficiary of many third-party events and programs throughout the year, and we are happy to be a resource for you to help make your event a success. Please read through the following guidelines so that we can better support you in your efforts and you can understand what support that we are able to provide.

Mission

The mission of Pinky Swear Foundation is to help kids with cancer and their families with financial and emotional support.

Permissions Required

Use of the Pinky Swear Foundation name, logo, or brand is not allowed without written authorization from Pinky Swear Foundation. The Pinky Swear logo is a registered trademark and cannot be reproduced without permission. Guidelines for usage of the Pinky Swear name, logo, and brand will be provided to you upon approval of your proposed event or program, with the signed agreement considered proper authorization to use them.

It is the responsibility of you, the event or program coordinator, to ensure that the event or program complies with all relevant state and federal laws. This includes securing any necessary permits such as park permits, liability insurance, and/or and raffle permits if they are needed for a planned event.

Promotional Materials

All promotional material such as brochures, posters, and press releases must be approved by Pinky Swear before use. Promotional materials must clearly state that the funds raised will benefit the Pinky Swear Foundation mission and designate Pinky Swear Foundation as the “beneficiary”, not the “sponsor”, of the event or program.

Promotion of the partnership must avoid the statement or appearance of Pinky Swear Foundation endorsing any product, firm, organization, individual, or service. The event or program cannot state that it raises funds for a particular Pinky Swear Foundation program without prior written approval from Pinky Swear Foundation.

In all event and program partnerships, Pinky Swear Foundation, All-Stars, and All-Star families must be represented positively. The patient, parents, and siblings that we support are often experiencing a lot of stress and we strive to encourage and uplift them at all times.

Sponsorship and In-Kind Donations For Events

Pinky Swear Foundation cannot solicit any sponsorships or in-kind donations for your event. Additionally, before approaching any sponsors, please submit a list of targeted sponsors for the event to Pinky Swear Foundation staff so we can provide you any information on their

current financial support of the organization. Pinky Swear reserves the right to exclude solicitation of any sponsors if there is reason to believe it will negatively impact their current relationship with the organization.

What Pinky Swear Can Do to Support Your Event

- Offer advice regarding fundraising and event planning
- Receipt direct contributions to Pinky Swear Foundation
- Approve the usage of Pinky Swear Foundation name, logo, and brand
- Write a letter of support to validate the authenticity of your event
- Provide limited existing materials for the event when available (ex: All-Star cards, brochures, videos, etc.)
- Creation of an online fundraising platform specific to your event to assist with donations.

What Pinky Swear Can NOT Guarantee for Your Event

- Guarantee staff presence at your event (although we will do our best to have someone stop by!)
- Promotion of your event via the Pinky Swear website, email, and social media channels
- Provide staff or volunteers to work any portion of the event, though the opportunity can be discussed
- Provide event supplies including, but not limited to, tables, chairs, tents, silent auction items, and volunteer t-shirts
- Guarantee a speaker for your event
 - o If you would like to request someone to speak on behalf of Pinky Swear at your event, please contact a Pinky Swear staff member as soon as possible
- Advance monies
- Provide donor names or contact lists
- Provide waivers or any liability insurance for your event
- Printed Marketing Materials

Financial Guidelines

Pinky Swear is committed to being responsible stewards of funds generated through all of its fundraising efforts and therefore has created guidelines to ensure that third-party events and programs comply as well. Within 60 days after the close of your event or program, please send:

- A basic breakdown of revenue and expenses (e.g. sponsorship funds, individual donations, and specific expenses by categories like Printing, Food, postage, etc.).
- Donations, with any checks and money orders made directly to Pinky Swear Foundation

Pinky Swear cannot reimburse you for any event or program expenses.

If event expenses are greater than the total collected, the group conducting the event or program is responsible for payment of these additional expenses.

Pinky Swear Foundation sales tax-exemption (on purchases) cannot be extended to any event or fundraising effort.

Pinky Swear cannot process any credit card donations or registrations for your event or program.

Pinky Swear must receive a complete accounting of all income and expenses related to the event or program, including all tangible non-cash related contributions.

Pinky Swear Foundation is not financially liable for any costs or expenses incurred by the event sponsors, volunteers, participants, or any other individuals or entities involved in the event or program.

Cancellation, Liability, and Changes

Pinky Swear Foundation reserves the right to disassociate from the partnership at any time if the event or program promotional materials are not in compliance with these guidelines.

Partnership coordinator is responsible for obtaining any liability insurance that is required for the event, and promises to indemnify Pinky Swear Foundation from any and all claims and liabilities related to the event. This indemnification is specified in the third-party fundraising agreement.

In order to preserve the integrity of the Pinky Swear Foundation name and establish expectations for every involved party, Pinky Swear must approve all events and program in advance. ***Please complete the following and we will contact you within 5-7 days to confirm approval of the event and discuss support that we can provide.***

Event/Fundraising Program Organizer

Contact Name: _____ Title: _____

Organization: _____

Website: _____ Address: _____

City: _____ State: _____

Zip: _____ Phone: _____

Email: _____

Preferred contact method: ___Phone ___Email

Proposed Event/Fundraising Program (Please be as detailed as possible.)

Description of event of fundraising program:

Location (if event): _____

Date and Time if event (if TBD, list approx.): _____

Anticipated gross income of event or fundraising program: _____

Source(s) of income (i.e., ticket sales, sponsorships, auctions, product sales etc.):

Anticipated sponsors (if any):

Attendees or customers (i.e., college students, community members, employees, etc.):

How will you promote the event or fundraising program?

Other notes/details:

Please complete this form and sign to indicate agreement to terms and return to:

Chloe Czapski at 5555 W 78th Street, Suite E Edina, MN 55439 or email: chloe.czapski@pinkyswear.org. You will be contacted within seven days; please do not move forward with your plans until you have submitted your application and received approval.

**Thank you again for being a Keeper of the Pinky Swear
and helping to raise funds to help further Pinky Swear’s mission! We appreciate your
support!**



Community Fundraising Event Agreement

This Agreement is made by and between Pinky Swear Foundation and _____, (hereafter referred to as “Third Party”) for the purpose of _____, hereafter referred to as the “Fundraiser”, with the intent of raising funds for Pinky Swear Foundation.

1. The Term of the Agreement will be from the date it is signed by both parties to 90 days after the event. The parties may mutually agree in writing to extend the date the Agreement expires prior to its expiration via letter or email to the Pinky Swear staff contact listed on the Third-Party Fundraiser Guidelines form.
2. I have read and agree to the guidelines as listed on the document titled “Community Fundraising Event Guidelines”.
3. Pinky Swear Foundation will receive ____ percent of the proceeds, net of Fundraiser expenses, generated by this Fundraiser. Such funds should be sent to Pinky Swear Foundation at the address listed below and will be received from the Community Fundraising Event Lead(s) on or before _____.
4. Since Pinky Swear Foundation may be the recipient of funds from its participation in other similar fundraisers, it is understood and agreed that this Agreement creates no exclusive rights to the Community Fundraising Event Lead(s) for this Fundraiser.
5. Pinky Swear Foundation reserves the right to inspect the financial records of the Community Fundraising Event regarding the revenue and expenses as the result of the Fundraiser.
6. The Community Fundraising Event Lead(s) agrees that it will comply with all state and/or municipal charitable solicitation statues and/or ordinances which purport to affect or apply to the Fundraiser. The Community Fundraising Event Lead(s) agrees that it will not use the Pinky Swear Foundation tax exemption in any manner as a part of the fundraiser, nor will the Community Fundraising Event Lead(s) represent to the public that it enjoys any tax-exempt rights or privileges as a result of its participation in the Fundraiser.
7. Pinky Swear Foundation assigns Amy Gallagher, Peer Fundraising Manager, as its representative. All Pinky Swear Foundation approvals and authorizations are to be secured through this representative.
8. This Agreement constitutes the sole agreement between the parties and no amendment, modification, or waiver of any of the terms and conditions shall be valid unless in writing.
9. Pinky Swear Foundation reserves the right to terminate the Agreement at any time if it determines that such termination is in its best interests by giving ten (10) days written

notice to Third Party. Any default in, or breach of, the terms and conditions of this Agreement by Third Party will result in its immediate termination, upon written notification to that effect from Pinky Swear Foundation to the Third Party.

10. Pinky Swear Foundation will incur no financial liability for the Fundraiser. All financial liabilities will be assumed by the Third Party. Neither Pinky Swear Foundation or its employees or volunteers will be liable for any injury or death of any participant, customer or workman employed in connection with the conduct of the Fundraiser or the care and maintenance of any equipment used in the Fundraiser, or the surrounding grounds, buildings, and facilities or any other employees of any place where the Fundraiser shall be conducted nor shall Pinky Swear Foundation or its employees or volunteers be liable for any property damage which may occur during the term of the Fundraiser covered herein. The Community Fundraising Event Lead(s) will indemnify and hold Pinky Swear Foundation and its employees and volunteers harmless against and from any and all suits, claims, demands, liabilities, costs and expenses, (including reasonable counsel fees whether incurred in preparation of trial, at trial or on appeal), arising out of the Fundraiser or related to the condition of any equipment used and/or surrounding facilities; provided, however, that the Community Fundraising Event Lead(s) shall not be obligated to indemnify or hold harmless Pinky Swear Foundation and its employees and volunteers with respect to any suit, claim, demand, liability, cost or expense arising out of or related to, the negligence, recklessness or willful misconduct of Pinky Swear Foundation and its employees and volunteers.
11. This Agreement is made in and shall be governed by the laws of the State of Minnesota

Dated this _____ day of _____ 20_____.

Third-Party Fundraiser Representative	Pinky Swear Representative
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____