



## Peer Fundraising Terms of Agreement

The Children's Diabetes Foundation is extremely grateful for the efforts of all Fundraising Team Members ("Fundraising Team Members" or "You" or "Your") who coordinate fundraising events to benefit the organization ("Children's Diabetes Foundation"). Your commitment as a Fundraising Team Member will truly make a difference as we work to find better technology and a cure for diabetes patients everywhere.

The Children's Diabetes Foundation will assist Fundraising Team Members by providing materials and answering questions You may have. In order to protect both Your interests and those of the Children's Diabetes Foundation, You must abide by the Terms of Agreement ("Terms"). You acknowledge and agree that as a Fundraising Team Member, You are not an employee, contractor or authorized agent of the Children's Diabetes Foundation.

### EVENT PUBLICITY AND SPONSORSHIP

- 1) All Fundraising Team Event materials, including, but not limited to, press releases, printed or electronic advertisements, save-the-dates and invitations, brochures, and any other form of event collateral, must be submitted to the Children's Diabetes Foundation for review and written approval before they are publicly produced, aired, printed, emailed, distributed or otherwise made public. Please allow one to two weeks for an initial response regarding approval from the Children's Diabetes Foundation and understand that extra time may be needed for additional review after edits have been made. Children's Diabetes Foundation's approval of Fundraising Team Event materials shall in no way constitute or be construed as an approval by Children's Diabetes Foundation of Your use of any trademark, copyright, and/or other proprietary materials not owned by Children's Diabetes Foundation.
- 2) All Fundraising Team Event materials must state that the Fundraising Team Event is hosted by You as an individual. Materials may not state or imply that the Fundraising Team Event is being hosted or sponsored by Children's Diabetes Foundation without explicit permission in writing.
- 3) Children's Diabetes Foundation prohibits the use of its name and logo in Fundraising Team Event materials without the prior express written permission of an authorized agent of Children's Diabetes Foundation.
- 4) If You choose to take out formal advertising, You are responsible for all costs. All proposed advertising (copy and graphics) must be submitted to Children's Diabetes Foundation for review and written approval before it is publicly produced, aired, printed, emailed, distributed or otherwise made public.



5) Children's Diabetes Foundation must approve in advance in writing any business entities or organizations that You plan to approach for sponsorships or Fundraising Team Event underwriting/contributions, so as not to overlap with existing Children's Diabetes Foundation fundraising activities.

#### MEDIA AND CELEBRITY OUTREACH

1) Children's Diabetes Foundation will not furnish contact information for members of the media or issue a press release to publicize a specific Fundraising Team Event.

2) Children's Diabetes Foundation will not furnish contact information for celebrities or their authorized agents. Fundraising Team Members who wish to invite celebrities to their Fundraising Team Event must submit a full list of proposed invitees to Children's Diabetes Foundation for review and written approval prior to issuing such invitations. Children's Diabetes Foundation reserves the right to prohibit Fundraising Team Members from approaching any celebrity who has an existing relationship with Children's Diabetes Foundation.

3) You acknowledge and agree that Children's Diabetes Foundation will not be responsible for providing any mailing lists or sponsors for any Fundraising Team Event.

4) Although Children's Diabetes Foundation will consider requests for appearance/attendance by Children's Diabetes Foundation staff, You acknowledge and agree that schedules may not permit attendance at a Fundraising Team Event. Attendance by Children's Diabetes Foundation staff at Fundraising Team Events will be determined by Children's Diabetes Foundation in its sole discretion on a case-by-case basis.

#### LEGALITY AND CONTROVERSY

1) All monies raised for Children's Diabetes Foundation must be obtained through legal means.

2) If You sell an item to benefit Children's Diabetes Foundation, the item must be non-controversial and sold in a noncontroversial nature. Determinations of what is deemed "controversial" will be made at the sole discretion of authorized agents of Children's Diabetes Foundation.

3) You must tell the public the specific dollar amount or percentage from the sale of each item that is donated to Children's Diabetes Foundation. All Fundraising Team Event materials must clearly state the amount that is being donated to Children's Diabetes Foundation. (Example: "90% of your donation will go to Children's Diabetes Foundation.") Please note, there is an important distinction between "90% of your donation," versus "90% of the proceeds of the event."



#### EVENT BEST PRACTICES

- 1) A responsible percentage of the gross revenues from all Fundraising Team Events should be directed to research. Children's Diabetes Foundation recommends that total expenses related to promotion and Fundraising Team Event overhead not exceed 35% of gross revenues.
- 2) All donation checks should be made payable to Children's Diabetes Foundation. You may not take fees, commissions or salary. Children's Diabetes Foundation requests that Fundraising Team Event check(s) be submitted within one (1) month of completion of the Fundraising Team Event. No bank accounts or holding accounts may be established under Children's Diabetes Foundation's name.

#### FUNDRAISING TEAM MEMBERS' EVENT RESPONSIBILITIES

- 1) Children's Diabetes Foundation assumes no responsibility for selling tickets for any Fundraising Team Event.
- 2) Children's Diabetes Foundation assumes no responsibility for providing volunteers or filling administrative and staffing needs for any Fundraising Team Event.
- 3) Fundraising Team Members are responsible for obtaining all necessary Fundraising Team Event permits and licenses and providing insurance coverage, if required, for their Fundraising Team Events.
- 4) Fundraising Team Members accept all liabilities incurred from their Fundraising Team Events. You will defend, indemnify and hold harmless Children's Diabetes Foundation and its officers, directors, equity holders, managers, members, partners, employees, agents, successors and assigns, from and against any and all suits, proceedings, judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorney fees) that arise out of or relate to: (i) Your Fundraising Team Event; (ii) acts or omissions of You or individuals attending Your Fundraising Team Event; (iii) personal injury or property damage caused by You or individuals attending Your Fundraising Team Event; (iv) any violation of the Terms; (v) any misrepresentations or omissions made by You; (vi) any credit card fraud or identify theft caused by You; and (vii) any actual, alleged, or contributory patent or copyright infringement, misappropriation of confidential information or actual or alleged violation of other intellectual or proprietary rights or licenses, including, without limitation, trademark or trade secret rights.
- 5) Children's Diabetes Foundation will not compensate any non- Children's Diabetes Foundation employee in any manner in conjunction with a Fundraising Team Event. The total cost to produce a Fundraising Team Event shall be 100% underwritten by the Fundraising Team Member or a solicited sponsor approved by Children's Diabetes Foundation in writing as provided hereunder.



6) Children's Diabetes Foundation retains the right to withdraw its approval and participation in a Fundraising Team Event at its sole discretion.

Please sign below to acknowledge that You have read, understand, and will adhere to the Terms of Children's Diabetes Foundation.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dana Davis  
Executive Director  
Children's Diabetes Foundation

\_\_\_\_\_  
Date