



**Third Party Event / Fundraiser
Application & Agreement**

Thank you for your interest in supporting Variety - the Children's Charity through a Third Party Event / Fundraiser. This form serves to provide Variety with information about your event / promotion, and to act as a Letter of Understanding between you / your organization and Variety. Please complete, sign, and return it via fax or mail to:

Zachary Marsh
Community Relations Manager
Variety – the Children's Charity
11279 Perry Highway, Suite 512
Wexford, PA 15090
Fax: (724) 933-0466

EVENT/PROMOTION INFORMATION

THIS AGREEMENT made as of _____
(date)

BETWEEN:

Variety – the Children's Charity, a non-profit organization incorporated under the laws of the State of Pennsylvania (hereinafter called "Variety")

-and-

PLEASE PRINT CLEARLY

NAME OF EVENT/PROMOTION:

SPONSORING AGENCY / ORGANIZATION / INDIVIDUAL:

CONTACT PERSON(S):

ADDRESS:

CITY / STATE / ZIP: _____

PHONE: (DAY) _____ (EVE) _____

(FAX) _____ EMAIL: _____

(hereinafter referred to as the "Host")

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

DESCRIPTION OF PROPOSED EVENT / PROMOTION ACTIVITY:

Date(s): _____

Time(s): _____

Location(s): _____

Participation Cost (if applicable): _____

Please briefly describe the proposed event / promotion:

(the event (s) / promotion (s) are hereinafter collectively referred to as the “event”).

RESPONSIBILITIES OF HOST:

The Host agrees to manage the event, and to provide the following services, supplies and / or entertainment *(please list relevant information)*:

PROMOTION:

In what manner do you intend to promote the event (e.g. radio, print, TV, social media, etc.)? _____

The Host agrees that all advertising, media releases, or any mention of the event in any form before, during or after the event must be approved in advance by Variety.

HOW CAN VARIETY SUPPORT YOUR EVENT/PROMOTION?

Variety is pleased to make the following promotional materials and assistance available to you at no cost. Please check those that you want and allow a minimum of 1 - 2 weeks for delivery / scheduling.

- | | <u>Quantity</u> |
|--|-----------------|
| <input type="checkbox"/> Variety banner | _____ feet |
| <input type="checkbox"/> Variety handouts / materials | _____ |
| <input type="checkbox"/> Variety gold heart pins | _____ |
| <input type="checkbox"/> Temporary receipts | _____ |
| <i>(NOTE: official tax receipts can only be issued in accordance with guidelines from State of Pennsylvania)</i> | |
| <input type="checkbox"/> Variety adaptive bike demo <i>(Based on availability)</i> | |
| <input type="checkbox"/> Electronic Version of Variety logo | |
| <input type="checkbox"/> Variety speaker <i>(Based on availability. On a separate sheet, please provide details of the type of presentation you would like a Variety speaker to make at your event / promotion)</i> | |
| <input type="checkbox"/> Acknowledgment sent to event sponsors <i>(On a separate sheet, please provide name, complete address, and type of support provided by sponsor)</i> | |

PLEASE NOTE: Variety will meet your requests to the best of its abilities, but quantities and staff time are very limited.

DIVISION OF PROCEEDS

Estimated proceeds from the event / promotion: \$ _____

Estimated donation to Variety: \$ _____

Will other charitable organizations also benefit from this event/promotional activity? NO ____ YES ____

If yes, please list the other beneficiaries and how they will benefit.

Variety shall be entitled to the total proceeds generated by the event (or as detailed above); however, reasonable and direct expenses encountered by the Host may be deducted from the proceeds.

ACCOUNTING AND DELIVERY OF PROCEEDS

The Host shall maintain a separate, accurate and up-to-date record showing moneys received and disbursed in connection with the event, and the purpose of such disbursements. Variety shall have access to and the right to examine the record at any and at all reasonable times. The Host, on request, shall forthwith send to Variety all information requested relating to monies received and disbursed in connection with the event.

FINANCIAL LOSS

The Host agrees that if the event loses money, Variety shall not be liable for any part of the loss.

RELEASE AND INDEMNITY

The Host hereby releases Variety from all actions, causes of action, claims and demands for damages, loss or injury which the Host may have or acquire at any time against Variety in connection with the event, however arising.

The Host further agrees to indemnify and forever save Variety harmless from and against any and all actions, causes of actions, claims, damages, losses, expenses, costs (including legal fees), charges and liabilities, arising out of or in connection with the management and holding of the event by the Host.

TERMINATION OF AGREEMENT

Either party may withdraw from this Agreement upon written notice delivered to the other party not less than thirty (30) days before the event is to occur, or at any time upon the mutual agreement of the parties. Such notice shall be delivered as follows:

As to Variety:

Zachary Marsh
Community Relations Manager
Variety the Children’s Charity
11279 Perry Highway, Suite 512
Wexford, PA 15090

As to the Host at the address listed above to the attention of the contact (s) listed above.

STATUS OF THE PARTIES

The parties acknowledge and agree that Variety shall be beneficiary and not the sponsor of the event that is to be managed and held by the Host. The parties further agree that nothing in this Agreement shall give either party the authority, expressed or implied, to bind the other to any obligation whatsoever.

ASSIGNMENT

Neither party hereto may assign any of its interests in this Agreement without prior consent of the other party.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written above.

Variety – the Children’s Charity

Per: Zachary Marsh

Signature: _____

(Name of the Host)

Per: _____

Signature: _____

ALL EVENTS / FUNDRAISING ACTIVITIES TO BENEFIT VARIETY – THE CHILDREN'S CHARITY MUST BE APPROVED. PLEASE ALLOW A MINIMUM OF TEN (10) WORKING DAYS FOR REVIEW AND CONFIRMATION OF THIS AGREEMENT FORM.

Additional comments or suggestions:

If you have any questions concerning this application, please contact the Variety office at (724) 933-0460.

Thank you again for your interest in supporting Variety - the Children's Charity!

