

Baycrest Foundation Fundraise Your Way Terms And Conditions

WHEREAS:

A. The Baycrest Centre Foundation is a charitable foundation (the "Foundation");

B. [_____ "NAME OF EVENT ORGANIZER/SPONSORING ORGANIZATION] (the "Event Organizer") wishes to put on a fundraising event described in the "Event Proposal" for the purposes of raising funds for the Foundation (the "Event");

C. The Event Organizer wishes to make use of the Foundation's name, logo, marks and trade-marks (the "Marks") in the course of promoting and carrying on the Event which Marks are the exclusive property of the Foundation; and

D. The Foundation wishes to grant a limited license to the Event Organizer to use its Marks solely for the purpose of the Event and on the terms set out in this Agreement.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows (the "Agreement"):

THE EVENT:

1. The Event Organizer agrees to carry out the Event in accordance with the terms of this Agreement and the terms of the Event Proposal as submitted by the Event Organizer to the Foundation which are incorporated into and form a part of this Agreement.

2. The Event Organizer agrees to inform the Foundation if there are any material changes to the manner in which the Event will be carried out from the Event Proposal and that no changes will be made without the prior written consent of the Foundation.

3. The Event Organizer agrees to staff the Event and obtain any and all necessary permits, licenses and insurance for the Event and provide such copies of permits, licenses and insurance to the Foundation at least two business days prior to the Event.

PROMOTIONAL MATERIALS/LICENSING:

4. In consideration of the planning and holding of the Event, the Baycrest Foundation grants to the Event Organizer a limited license to use the Foundation's Marks in communications to the public and media for use prior, during and after the Event as set out below.

5. The Event Organizer agrees that it will not use or display the Foundation's Marks without the prior written approval of the Foundation for each specific use or display of its Marks.

6. The Event Organizer agrees that it will obtain prior written approval from the Foundation for all promotional materials associated with the Event prior to the Event.

7. The Event Organizer agrees that all promotional materials associated with the Event clearly state the percentage of the net proceeds that will benefit the Foundation, including on tickets printed for the Event.

8. The Event Organizer understands that the Foundation does not provide its mailing and/or donors list to third parties.

9. The Event Organizer understands that any digital assets created by Baycrest Foundation for the Event, are the exclusive property of the Foundation. Digital assets include, but are not limited to, text, graphics, images, watermarks, audio and video animation and may not be re-used or reproduced without the express written consent of the Foundation.

PROCEEDS TO THE FOUNDATION:

10. The Event Organizer will submit to the Foundation the net proceeds from the Event together with a complete statement of expenses and revenues within 60 days of the Event. The Foundation retains the right to verify the financial reports.

11. The Foundation agrees to issue official tax receipts for donations of \$20 or more, and in accordance with Canada Revenue Agency guidelines. It is the Event Organizer's obligation, prior to the Event, to confirm with the Foundation the specific policy for issuance of tax receipts with respect to the Event.

12. The Event Organizer agrees to provide tax receipt information to the Foundation within 60 days of the completion of the Event including the full name of participants, their complete address and donation amount. In the event this is not possible, the Event Organizer shall provide a letter to the Foundation setting out in writing the reasons for the delay and the date that the funds will be received.

13. The Event Organizer agrees to comply with all requirements of the Income Tax Act and any applicable statutes with respect to the provision of donation receipts related to the Event.

OBLIGATIONS:

- 14. The parties agree that nothing in this Agreement creates a partnership, joint venture or other form of business relationship between them and neither party will make a representation to that effect.
- 15. The parties agree that they will not state, or imply by their actions, that they are the agent, subsidiary, partner, or have a business relationship with each other in relation to the Event or otherwise.
- 16. The Event Organizer acknowledges and agrees that the Event must be self-sustaining and confirms that it will not look to the Foundation for funding or reimbursement for any expenses it may incur.
- 17. The Event Organizer agrees not to retain any portion of the proceeds as profit or compensation for organizing the Event. If Event expenses are greater than the funds raised, the Event Organizer is responsible for paying those expenses.
- 18. The Event Organizer acknowledges that it is responsible for the creation and development of its own promotional material and public relations and that any and all print and digital collateral created in support of Event promotions must comply with the section on promotional material/licensing clause 9 above.
- 19. The Foundation will not assume any legal and/or financial liability associated with the Event.
- 20. The Foundation is not responsible for any accidents or damage to persons or property that may occur during the course of the Event and the Event Organizer will arrange for suitable insurance prior to staging the Event.
- 21. The Event Organizer is responsible to obtain and submit all applications for licences and/or permits, pay the required fees, and provide copies of all licences and/or permits to the Foundation prior to the Event. The Foundation, if requested, may assist in the coordination of such applications.
- 22. All sporting events require that participants sign waiver forms, which the Foundation will provide.

TERM/TERMINATION:

- 23. This Agreement shall commence on the date of acceptance of the Event Proposal by the Foundation in writing, and shall terminate on the date of receipt of the full Net Proceeds from the Event by the Foundation, unless otherwise terminated in accordance with this section.
- 24. Either party shall have the right to terminate this Agreement by providing five (5) days written notice to the other party. Notwithstanding the termination of this Agreement by the Event Organizer, the Event Organizer agrees to provide all fees and receipts from the Event to the Foundation as set out in paragraphs 11-13 above within sixty (60) days from the day of issuance of written notice to the Foundation, if applicable.
- 25. In the event that the Event is terminated by either party, the Event Organizer shall immediately cease its use of all Marks and destroy any promotional materials using such Marks.
- 26. The Event Organizer agrees to cancel the Event at any time, if so directed by the Foundation, and further agrees to release the Foundation, its agents, assigns, officers and employees from any and all liability in connection with such action.
- 27. The Foundation may in its discretion pull its Marks from any and all promotional materials at any time. The pulling of such Marks in no way terminates this Agreement.
- 28. All of the obligations of the Event Organizer to the Foundation shall survive the cancellation, termination or expiration of this Agreement.

GENERAL:

- 29. The Event Organizer agrees to comply with all municipal, provincial and federal laws that apply to the staging of the Event.
- 30. This Agreement may not be assigned by the Event Organizer.
- 31. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.

By signing this Agreement, I/we acknowledge that we have reviewed and understand this Agreement and agree to comply with all of its provisions in organizing and holding our Event. I/we agree to indemnify and hold the Foundation harmless for any expenses, losses, claims or damages arising from the Event or from any noncompliance with the terms or provisions of this Agreement and the Baycrest Fundraise Your Way Proposal Form.

AUTHORIZATION	
I agree with all terms and conditions <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Date	Signature



@baycrest



baycrestcentre

3560 Bathurst Street | Toronto | Ontario | M6A 2E1