

Bert's Big Adventure Fundraising Terms of Agreement

Under the 1991 charitable Fundraising Acts in each state, anyone wishing to raise money for charitable purposes must hold an authority to fundraise issued by the organization, B & S Foundation, Inc. d/b/a Bert's Big Adventure.

Before you get started in your fundraising for Bert's Big Adventure, we will need to authorize your fundraising activity. All individuals, groups or organizations that wish to fundraise must register with us, whatever the size of the event or the donation (cash or kind). The fundraising guidelines are designed to assist you in planning your fundraising activities in support of Bert's Big Adventure. We need you to read the guidelines, then complete, sign and send back the "Agreement to Fundraise" to us. You can send the form via email or fax, or mail.

Bobby Kelly, Development Director
bobbyk@bertsbigadventure.org
P.O. Box 420917 Atlanta, GA 30342
404-303-8312 (office); 866-885-4078 (fax)

Thanks again for your support! We're sure that you'll enjoy fundraising for Bert's Big Adventure and sharing in our joy making a difference in the lives of children with chronic and terminal illnesses and their families.

BECOMING A BERT'S BIG ADVENTURE FUNDRAISER

- Any person, organization, group or other, fundraising in the name of Bert's Big Adventure needs to accept the following guidelines and register their fundraising activity with Bert's Big Adventure. Please contact us if you have any questions – we are here to help!
- Sign this document, the "Fundraising Terms of Agreement," to accept Bert's Big Adventure's fundraising conditions.
- Return the "Fundraising Terms of Agreement" to Bert's Big Adventure. If your event/activity is suitable, Bert's Big Adventure will send you an authorization email to fundraise on our behalf.

The Fundraiser is not authorized to use Bert's Big Adventure as its beneficiary charity until it has received the authorization email.

FUNDRAISING FOR BERT'S BIG ADVENTURE

- Due to limited resources, Bert's Big Adventure is not able to take a coordination role in your event, such as assistance with ticket sales, soliciting prizes or organizing celebrities. The event, including the financial aspects, fundraising, raffles, record keeping and management of the event shall be conducted in your (the Fundraiser's) name and is the sole responsibility of the Fundraiser
- The Fundraiser's arrangements for the Event must be planned with the approval of Bert's Big Adventure and Bert's Big Adventure expects a reasonable level of liaison and information about the Event.
- Any changes made from the original details provided on the "Bert's Big Adventure 2012 Giving Campaign Event Form" must be reported to Bert's Big Adventure and may result in a new sanction to be authorized.
- Bert's Big Adventure requires that there be no door-to-door appeals, street collections or telephone solicitation of funds to the public in connection with the Event.

FINANCIAL ASPECTS OF THE EVENT

- The Fundraiser is responsible for all expenses associated with their event.
- Individual receipts for tax deductions for supporters of the event are available by request. Information needed is name, address, phone number, and donation amount.
- Any individual donor of **\$250 or more** must be reported to Bert's Big Adventure. Information needed is name, address,

phone number, and donation amount.

- For donated goods and services Bert's Big Adventure requires correspondence from the company or individual stating the donated value of goods or services to the event. Information needed is name, address, phone number, and details regarding the goods or services donated.

THE USE OF BERT'S BIG ADVENTURE NAME AND LOGO

- The Fundraiser has no right to the names 'B & S Foundation' and 'Bert's Big Adventure'. Nor is the Fundraiser given the right to raise funds in those names. This means you cannot call your event a Bert's Big Adventure event i.e. A Bert's Big Adventure Trivia Night, however you can call it an event supporting Bert's Big Adventure.
- Bert's Big Adventure can sanction the use of a line of copy stating the relationship between the Fundraiser and Bert's Big Adventure for all fundraiser promotional material. Recommended wording would be, *'This event proudly supports Bert's Big Adventure' or 'Funds raised will assist Bert's Big Adventure in making a difference in the lives of children with chronic and terminal illnesses'*
- Any printed materials or advertisements to be used by the Fundraiser in relation to the Event must be submitted to Bert's Big Adventure for approval and must also state how the proceeds from the event are to benefit Bert's Big Adventure, e.g. *'all proceeds from this event' or 'all proceeds from the auction'*. Please allow **10 days** for approval of your material.
- If the Fundraiser wishes to use the Bert's Big Adventure logo, photos, or taglines on any materials, products, or websites (this includes social media) the Fundraiser must obtain prior permission from Bert's Big Adventure. All logos, photos, and taglines are copyrighted and property of Bert's Big Adventure.

MEDIA AND PUBLIC RELATIONS

- All media materials and press releases must be approved by Bert's Big Adventure prior to circulation. Please allow **10 days** for approval. We are happy to discuss any ideas you may have and provide an example press release.

ON-AIR PROMOTION OF YOUR EVENT

- On-air promotion of your event on The Bert Show is at the discretion of show producers and management, and is not guaranteed under the terms of this agreement.
- The Fundraiser and any attendees of the Event gives Bert's Big Adventure, a program of the B & S Foundation, Inc. or its subsidiaries, affiliates and/or agents, permission to use my voice, name and/or likeness in the form of video and/or photographs, alone or in a group, for the purposes of programming, advertising and promotion related to Bert's Big Adventure, without compensation. Fundraiser waives any right to inspect or approve any such photographs or the context of any such programming, advertising, and/or promotion.

PERMITS

- Some activities require permits. Please contact your secretary of state's website for gaming and racing laws, as well as permit requirements in your state.

LIABILITY

- All aspects of financial and public liability and public safety are the responsibility of the event organizer. As Bert's Big Adventure is not the event organizer, we are unable to cover any liability on your behalf.
- The Fundraiser agrees to release Bert's Big Adventure to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of Bert's Big Adventure or its agents. Therefore, please ensure that any space or venue used for your fundraising activities has the public liability insurance that is required by your state.

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Contact Information

| | |
|---------------------------|--|
| Full Name | |
| Company/Organization Name | |
| Address | |
| City, State, Zip Code | |
| Phone | |
| E-Mail Address | |

Fundraising Information

Please describe your proposed fundraising activities/events, including date, venue, and venue address:

How will the funds be raised?

Terms & Conditions

By submitting this agreement, I affirm that the facts set forth in it are true and complete. I understand the terms and conditions under which any fundraising activities benefitting Bert's Big Adventure need to operate. I will endeavor to ensure that Bert's Big Adventure's representatives are informed of the development of any fundraising concepts and approve any promotional materials or media releases citing Bert's Big Adventure as the beneficiary. I have read and agree to the terms of agreement and offer to hold my fundraising event/activity in accordance with the Bert's Big Adventure guidelines. I understand my obligations with regards to sending the proceeds to Bert's Big Adventure within 30 days.

I, _____, agree to conduct my event in a manner that upholds Bert's Big Adventure's integrity, professionalism and values. I agree to inform Bert's Big Adventure if the details of my event deviate from those stated on this form.

Signed

Date

Please return this form to Bobby Kelly via email BobbyK@bertsbigadventure.org or fax 866-885-4078.

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