## **Pet Pride's Third-Party Event Guidelines**

We are honored that you are considering Pet Pride as a beneficiary of your fundraising event, and we appreciate your philanthropic efforts to support us. Events sponsored by individuals or organizations, known as "third-party events," provide critically needed funds to support our lifesaving mission.

Because Pet Pride of New York, Incorporated is a nonprofit 501(c)(3) organization, we must remain compliant with IRS regulations for charitable organizations. Please read this document in its entirety and follow our application and approval process before you begin to plan an event for Pet Pride.

**EVENT APPROVAL:** Pet Pride must approve all fundraising events in advance. Individuals and organizations must complete the <u>Third-Party Event Application</u> at least 90 days in advance of the event, unless approved by Pet Pride management. We will contact you within seven to ten business days of receiving these materials to inform you of the status of your application. No action should be taken on any event until the application has been submitted and approval has been received from Pet Pride. We reserve the right to reject any proposal for any reason.

**RESPONSIBILITIES:** The third-party individual and/or organization is responsible for all aspects of the event including logistics, primary sales, staffing, marketing and promotion of the event. The event organizer and all of their employees, contractors, agents and volunteers shall obey all federal, state and local laws and regulations relating to promoting and conducting their event(s), including fundraising rules and regulations. Pet Pride may, at our discretion and with advanced notice, assist with these activities when appropriate.

**FUNDING:** Pet Pride will not supply any funding to finance a third-party event and will not be responsible for any debts incurred. The individual/organization will not open any bank accounts using Pet Pride's name or Taxpayer Identification Number (TIN). Any check donations listing Pet Pride as "Payee" will be forwarded to Pet Pride for deposit.

**USE OF NAME/LOGO:** The third-party individual/organization must receive prior approval before using Pet Pride name and/or logo on any marketing materials. Events must be consistent with the mission and image of Pet Pride. Individuals/organizations that are in conflict with Pet Pride's mission or values, as determined by Pet Pride, may not participate as sponsors and Pet Pride has the right to approve, in its sole discretion, any sponsors or co-beneficiaries. Pet Pride does not and will not purchase advertising to promote third-party events. Any purchased advertisements must be done through the third-party event organization. Any contact with the press or media regarding the event must be coordinated with Pet Pride.

**TAX DEDUCTIONS & DONATIONS:** Third-party fundraising efforts are not permitted to use Pet Pride's Tax-Exempt or Federal Employer Identification numbers when purchasing materials or supplies for events. New York and federal tax laws stipulate that individuals or groups raising funds independently for the purpose of providing financial support to Pet Pride are prohibited from claiming exemption from state and any other applicable taxes incurred through such purchases.

**PROCEEDS:** The public should be clearly informed that the net amount raised will be donated to Pet Pride. However, if Pet Pride will not receive all proceeds from the event, the exact percentage of the proceeds to be provided to Pet Pride must be stated clearly on all promotional materials. If all proceeds from the event will be provided to Pet Pride, the sponsor of the event must consider all expenses incurred in the production of the event as a non-tax-deductible donation. If the sponsor wishes to extract expenses incurred in producing the event from the proceeds of the event, checks

may not be made payable to Pet Pride and will not be tax deductible. Only donations made directly to Pet Pride are tax deductible (to the extent permitted by law). Donations made directly to a third-party event organizer may be used to pay for event expenses, but they are not tax-deductible contributions.

**DONATION:** For events through which Pet Pride is the beneficiary, all net revenue raised on behalf of Pet Pride must be submitted to Pet Pride within 30 days of the event or by a predetermined and mutually agreed upon date. Any checks made payable to Pet Pride must be forwarded to Pet Pride for processing and deposit. Third-party event net revenue must represent an outright donation and cannot include any exchange of products or services.

**DONOR COMMUNICATION:** If any expenses are to be extracted from the proceeds, the exact percentage of the proceeds to be provided to Pet Pride must be stated clearly on all promotional materials and communications.

**LICENSE & INSURANCE:** The event organizer is responsible for obtaining any necessary permits, licenses, or insurance needed to conduct the event or any activities associated with the event (examples: raffle license, beer & wine permits, etc.) Pet Pride assumes no legal or financial liability associated with third-party events.

**LIABILITY:** The event organizer shall, and shall cause event sponsors to, indemnify, defend, and hold Pet Pride harmless from and against any and all claims, actions, proceedings, losses, damages, costs, fees, attorney fees, expenses, and liabilities arising from or relating to events or fundraising activities planned and/or conducted and/or third party contracts entered into by the event organizer. It is understood that the event organizer may not commit or bind Pet Pride in any manner.

**SHARING OF INFORMATION:** Pet Pride does not compile, nor release volunteer or donor contact information to outside organizations. All third party events benefitting Pet Pride must abide by this as well.

**BENEFICIARY:** Pet Pride may be identified as the beneficiary of the event, but may not be presented as the sponsoring organization. For example, an event should not be referred to as, "The Pet Pride Bake Sale." Rather, the event should be promoted as "The (Organization's Name) Bake Sale: Benefitting Pet Pride."

**SPONSORS**: If the event organizer plans to contact businesses, individuals, or organizations for sponsorship, contributions, or in-kind gifts, before approaching such prospective donors, event organizers must obtain prior approval from Pet Pride. Many individuals and businesses support Pet Pride through other fundraising appeals and may not wish to provide additional donations.

**NOTIFICATION**: Pet Pride must be notified of any significant changes for your event. In rare instances it may become necessary for Pet Pride to ask you to cancel your event. In this circumstance, you must cancel the event and remove the Pet Pride name and logo from any association with, or liability and connection to, your event.

If you have questions about hosting an event, please contact us at events@petprideny.org.

If you would like to apply to host an event, please complete our online <a href="https://form.jotform.com/251946783374167"><u>Third-Party Event Application</u></a> at <a href="https://form.jotform.com/251946783374167">https://form.jotform.com/251946783374167</a>

Thank you for your interest in supporting Pet Pride!

Pet Pride Third-Party Event Guidelines