



Third-Party Event Proposal and Agreement

Thank you for your interest in organizing a third-party event on behalf of Prevail, Inc. Prevail has specific guidelines established to protect our brand, logo, and property. It is important that all of our fundraisers adhere to these guidelines. The following terms are applicable to all third parties, whether individuals, groups, or organizations, when fundraising on behalf of Prevail, Inc.

Terms:

Third-party events are special events with the purpose of fundraising on behalf of Prevail, Inc. that are planned, implemented, and financed by individuals, groups, or organizations outside of Prevail.

General Guidelines:

- The Event described in this proposal must be planned, implemented, and financed by individuals, groups, or organizations outside of Prevail.
- Prevail will not be responsible for any legal or financial liability of this event whatsoever. This includes any legal or financial liability that may occur before, during, or after this event.
- All resources for this event (financial, material, and staffing) must come from outside of Prevail.
- Prevail's role in this event is to lend its name and accept the net proceeds, when applicable once the event is completed.
- This agreement is valid upon approval by Prevail, Inc.
- Prevail reserves the right to cancel this agreement at any time should the activities of the event or event organizer(s) undermine or compromise Prevail's mission and values.

Prevail, Inc. Name:

- Third-party individuals, groups, or organizations are free to use Prevail's name in an event that is directly promoting or benefitting Prevail. However, the use of Prevail's name should never be used to imply that Prevail is officially sponsoring or endorsing an event. (For example, if you are hosting a golf tournament for Prevail the promotional material should give the understanding that the golf tournament is benefitting Prevail, Inc., not that it is a Prevail golf tournament).
- If the informational or promotional material mentioned above is in printed or presented in color, the appropriate PMS colors must be used for Prevail, Inc.'s name.
- If the event is being promoted on the internet, a link to Prevail's website (www.prevailinc.org) must be included with a statement that the event is benefitting Prevail, Inc.
- If an event is being promoted in print, Prevail's website address (www.prevailinc.org) must be included with a statement that the event is benefitting Prevail, Inc.

Prevail, Inc. Logo:

- The Prevail, Inc. logo (and any Prevail – approved variation thereof) can only be used with permission from Prevail.
- Only those Prevail, Inc. logos provided by Prevail staff are able to be used by third parties.

Finances:

- While Prevail encourages grassroots fundraising, Prevail does not endorse or sponsor any specific grassroots events or campaigns. Any cost incurred when planning or promoting events or campaigns are the sole responsibility of the organizer.
- All net proceeds received from an event, when applicable, must be sent to Prevail within two weeks from the date of the event.

Tax Exemption:

- Prevail is a 501(c)(3) organization.
- The United States Internal Revenue Service (IRS) has strict guidelines regarding the issuance of tax receipts. Any matters pertaining to the issuance of a tax receipt must be handled efficiently, appropriately, and legally. Please contact Prevail before agreeing to, or issuing, any tax receipts.



1100 South 9th Street, Suite 100
Noblesville, Indiana 46060
(317) 773-6942 www.prevailinc.org



Third-Party Event Proposal Benefitting Prevail, Inc.

Please return completed form to Prevail Inc. Attn: Natasha Robinson

1100 S. 9th Street, Suite 100 Noblesville, IN 46060

natasha@prevailinc.com

PLEASE PRINT

GROUP NAME:

Individual, Group, or Organization Planning the Event

Event Point- PERSON

NAME:

Last

First

Middle

Suffix

MAILING ADDRESS:

Street

Apt/Unit or PO Box

City

State

Zip Code

HOME NUMBER: ()

CELL PHONE NUMBER: ()

E-MAIL ADDRESS:

What is the best way to contact you:

Home Phone

Cell Phone

Email

Name of the Event:

Event Location:

Street

Apt/Unit or PO Box

City

State

Zip Code

Net Proceeds Expected (if applicable):

Briefly Describe the event:



This Agreement is entered into as of the ____ day of _____, 20____, between Prevail, Inc. and _____.

- I/we, the Third Party Event Organizer(s), have read, understood, agree to and will abide by the Prevail, Inc. policies, criteria and guidelines for the third party event(s) outlined in this agreement. _____.
(Initials)
- I/we, the Third Party Event Organizer(s), hereby release Prevail, Inc. from all actions, causes of actions, claims and demands for damages, loss or injury which I/we, the Third Party Event Organizer(s), may have or acquire at any time against Prevail, Inc. in connection with the event, however arising. _____.
(Initials)
- I/we, the Third Party Event Organizer(s), further agree to indemnify and forever save Prevail, Inc. 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(s). _____.
(Initials)

Susan Ferguson
Executive Director, Prevail, Inc.

Third Party Event Organizer(s) Signature

Date

Date

Prevail, Inc.
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