

Third-Party Fundraising Information Form

Letter of Agreement

Thank you for your interest in hosting a fundraising activity to benefit the American Red Cross North Central Florida Chapter. We appreciate your desire to support the American Red Cross. This signed letter serves as an agreement between the Business or Organization named below under *Information and Description of Fundraising Activity** (hereinafter referred to as “you” or “your”) and the American Red Cross North Central Florida (referred to as “Red Cross”) for the purpose of setting forth the terms and conditions of our relationship with respect to your fundraising activity. We ask that you agree to the following terms and conditions in order to best communicate that proceeds from your activity will support the Red Cross.

Information and Description of Fundraising Activity

Name of Business or Organization:

Contact Name:

Title:

Email:

Phone:

Fax:

Web Address:

Street Address:

City:

State:

Zip:

County:

Event/Fundraiser Description:

Start Date:

Location *(include address if possible)*:

End Date *(period not to exceed 3 months)*:

Time(s):

Indicate dollar amount per sale/transaction or percentage of proceeds to be given to the Northeast Florida Chapter of the American Red Cross:

Additional Information/Comments/Designation:

Terms and Conditions:

1. The term of this Agreement will be from the date it is signed by both parties until the ending date. Unless otherwise approved, period may not exceed 3 months. The parties may mutually agree in writing to extend the ending date prior to its expiration.
2. You agree to pay all costs associated with collecting and transmitting to the Red Cross the proceeds and donations from your fundraising activity. You also agree to pay all costs associated with developing and printing promotional and marketing materials for your fundraising activity authorized hereunder (“Materials”), and you further agree that you will designate the beneficiary of the fundraising activity as “American Red Cross North Central Florida.” You agree that before you use, publish, disseminate or display the Materials, you will obtain written approval of the materials from the Red Cross.
3. This agreement does not grant permission to use the American Red Cross emblem; however, it does grant permission to name the American Red Cross North Central Florida as the beneficiary of this fundraising activity. You agree to include the following disclaimer on all Materials: “The American Red Cross name is used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, individual or political position.” You also agree to include the following contact information on all Materials: “For more information about the American Red Cross, please call (352) 376-4669 or visit www.redcrossncfc.org.”
4. All fundraising materials will specify the full name of the American Red Cross and must fully and truthfully state the dollar amount per sale/transaction that is to benefit the American Red Cross. If your fundraising activity includes a donation collection drive, whereby you provide Donors the opportunity to donate money to the Red Cross (“Donations”), you agree to collect Donations from Donors and forward one hundred percent (100%) of the Donations to the Red Cross. You agree to combine all Donations collected during the Term and, within ten (10) days after the Term, transmit the Donations in one lump sum to the following address: American Red Cross, North Central Florida Chapter, 1425 NW 6th Street, Gainesville, FL 32601. (Checks should be payable to the “American Red Cross North Central Florida”)

5. If it is reasonable and customary for the Donors to expect an acknowledgement of their Donations collected under the fundraising activities authorized hereunder, you will either (i) provide to each individual Donor written documentation that acknowledges the Donor's contribution, or (ii) provide individual Donor and donation information (including, Donor name, address and amount of contribution) to Red Cross for the purpose of Donor acknowledgement. For each contribution of \$250.00 or more by an individual Donor, you agree to provide individual Donor and donation information (including, Donor name, address and amount of contribution) to Red Cross for the purpose of Donor acknowledgement.
6. YOU REPRESENT AND WARRANT THAT YOU WILL FORWARD TO THE RED CROSS ONE HUNDRED PERCENT (100%) OF THE DONATIONS. You shall indemnify, defend and hold Red Cross harmless, including its chartered units, and its directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to your business and the fundraising activities authorized hereunder.
7. You agree that any tax credit accrues to the original donor and not to you as a third party conveyor of the donation.
8. Ten days after the close of your Fundraising activity, or 10 days following the ending date of the Agreement, whichever comes first, the Red Cross will receive a full and final accounting of all funds collected and expended. For a period of one year after the end of this agreement, the Red Cross reserves the right to inspect and audit your financial records and bookkeeping with respect to all funds collected under this Letter Agreement.
9. You agree that you will comply with all federal, state and/or municipal charitable solicitation statutes and/or ordinances applicable to the Fundraiser activity.
10. You agree that you shall not assign, subcontract or in any way transfer any of the obligations, duties or responsibilities under this Letter Agreement without the prior written permission of Red Cross.
11. Either party to this Letter Agreement may terminate this Letter Agreement at its convenience. In the event of termination, all funds collected subject to this Letter Agreement must be remitted as specified above.
12. This Letter Agreement constitutes the entire agreement and understanding between you and Red Cross with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in a writing signed by both you and an authorized representative of Red Cross.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS LETTER OF AGREE

(You will receive a signed copy for your records when your fundraiser has been approved. Please do not proceed with your fundraiser until you have signed approval from the North Central Florida Chapter of the American Red Cross.)

Signature:	Print Name:	Date:
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On Behalf of the North Central Florida Chapter of the American Red Cross:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
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Staff Name/Title:

Staff Signature:	Date:
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To be completed when collection has been received by the Red Cross (within 10 days after the Term):

Please provide a copy of your signed Letter of Agreement along with the money you have collected through your fundraising activity. All cash and checks should be counted and totaled, and coins should be rolled in coin wrappers.

Amount Received:	Date:
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Received by:

Comment/Remarks:

Once again, on behalf of the North Central Florida Chapter, we thank you for your commitment to collect donations, or host a fundraising event, to support the American Red Cross.