



Special Operations Warrior Foundation

Events Guidelines & Policy



Our Mission

To support America's Army, Navy, Air Force and Marine Corps special operations personnel and their families by providing full college educations to surviving children of special operations personnel killed in the line of duty and by providing immediate financial assistance to special operations personnel severely wounded in combat.

The Special Operations Warrior Foundation has earned Charity Navigator's four-star rating for eight consecutive years, placing the SOWF in the top 1% of the nonprofits it monitors.

Contact Us

Special Operations
Warrior Foundation
P.O. Box 89367
Tampa, FL 33689

WELCOME

Thank you for considering the SOWF as the charity for your fundraising event. By choosing the Special Operations Warrior Foundation, you are giving children who have lost a parent in America's elite Special Operations Forces the gift of education, happiness and hope.

Your charitable contribution will help us care for the children of fallen special operators now and in the future, while also giving the families of severely wounded special operations personnel the ability to be at the hospital with their loved ones when they are needed most.

To help ensure the success of your event, the SOWF has established the following guidelines regarding fundraising on our behalf:

- 1) Review this Guidelines & Policy document to help determine if your event would be appropriate for the Special Operations Warrior Foundation. Then review the SOWF Waiver/Release of Liability & Statement of Responsibility forms for adults and minor children (Appendix C and D).
- 2) Complete the Event Proposal and Logo Use Agreement (Appendix A and B) with as many details as possible. Organizers must sign BOTH documents in addition to the Waiver, before they may hold a third-party event on behalf of the foundation.
- 3) Return the completed proposal, logo agreement and waiver forms to the foundation via fax at (813) 805-0567, or via email to aolson@specialops.org. (The foundation reserves the right to review all promotional materials prior to use.)

You will be notified that your event is approved or the reason it has been denied within 3 business days.

Thank you for choosing the Special Operations Warrior Foundation. Your support will have a long-lasting and positive impact on the lives of some very special children.

For more information, contact Wendy Bourland, at (813) 805-9400; or via email at wendyb@specialops.org.



Event Guidelines and Policies



We thank all organizations for their interest in raising funds for the Special Operations Warrior Foundation; and are grateful for their time and fundraising dollars. Below are specific guidelines and policies for hosting a fundraising event:

Event Guidelines

There are many rules and regulations governing non profit 501 (c) 3 organizations. The rules address soliciting funds, notifying donors if goods and services are received, and when and how written substantiation is required. Therefore any individual or organization who wishes to conduct an event or promotion involving the use of the name Special Operations Warrior Foundation for fundraising and/or publicity purposes, please review the following guidelines and attachments. (See Event Proposal, Appendix A and Logo Use Agreement Form, Appendix B)

- Please note the Special Operations Warrior Foundation as the *beneficiary* and not the host.
- Event organizers are responsible for the planning and execution of the event, including all set-up, promotion, staffing and/or volunteers, and liability.
- Fundraising events should fit the mission and promote the appropriate image for the Warrior Foundation.
- The SOWF reserves the right to decline approval of an event if other non-profit organizations are beneficiaries and/or involved in the event without mutual compliance.
- Be prepared to estimate expenses and revenues for your event, as well as an estimate of the projected donation amount. Strive to maintain fundraising costs at 15 percent of the total income.
- Events must comply with all federal, state and local laws governing charitable fundraising, gift reporting and special events. The IRS requires that all tickets, invitations or entry forms state which portion of the contribution is tax-deductible. If a donor receives a product or service in exchange for their donation, subtract the value (whether or not it is donated) of the product or service from the contribution. The remaining amount is tax-deductible.
- No fundraising event that involves agreement with any organization or individual to raise funds on a commission, bonus or percentage basis will be considered.
- Event organizers are responsible for collecting the names and contact information of all attendees, participants, sponsors, donors and volunteers and forwarded to the Foundation within thirty (30) days of the conclusion of the event so the Foundation can send timely thank you letters and written substantiation to the donors.
- The Foundation prohibits gambling activities of any kind.

Gambling activities are defined as games of chance, such as bingo, raffles (such as selling raffle tickets for a motorcycle, boat, vehicle, etc), pull-tabs, etc. Due to the extensive licensing, reporting and recordkeeping requirement, the Foundation is not licensed to conduct gambling. This does not preclude selling raffle tickets for donated prizes at events like golf tournaments, runs, dinners, and other like events.

- Sales-driven fundraising projects or projects that imply endorsement or promotion of a single product or service are not supported by the Foundation. Also, the Foundation does not sell or endorse products or services provided by other organizations. This includes percentages offered from the sale of telephone services, credit cards, and other services offered to the public.
- In addition, the SOWF does not support professional fundraising individuals or organizations to raise money for its benefit.

Financial Guidelines

- Fundraising events must be financially self-sustaining without contribution or financial risk for the Special Operations Warrior Foundation. The foundation does not offer funding to assist with fundraising efforts, thus money needed for expenses (space rental, deposits, etc) must be supplied by the party offering the fundraising activity.
- Event hosts will be liable for all event expenses. If the event expenses exceed revenue, the Special Operations Warrior Foundation will not be liable for the expenses.
- All contracts and permits related to the event must be issued in the name of the event host or sponsor. Contracts or permits must not commit the Foundation to any contractual obligations and no representative of the sponsor or event host may sign anything on behalf of the foundation.
- The Special Operations Warrior Foundation is a 501(c)3 charitable organization, meaning contributions to the Warrior Foundation may qualify for charitable contribution deduction under the Internal Revenue Code. The event participants/guests should be fully informed regarding any net amounts that will actually be donated to the Foundation. Potential donors must be informed of the value of the goods services the participants will receive and that the remaining proceeds are to be donated to the Foundation.
- If the amount paid is \$75 or more, you must disclose the portion that is not tax deductible because it is the amount of his or her donation that is attributable to what was received in goods and services.
- Example: If a corporation pays \$1000 for a foursome to participate in a golf outing then the statement may read as follows:
- Example: "The portion of payment for each ticket which is deductible for federal tax purposes is limited to the excess of



the payment over the value of the goods and services provided to the person attending this event. We estimate the value of goods and services (golf, food, and beverages) provided to each person to be \$75 per person. The remainder of the contribution is tax deductible in accordance with the Internal Revenue Service tax laws. The Foundation Tax ID is 52-1183585.

- These statements must be on all advertisement and flyers for all events.
- The Foundation will assist with writing the statements.
- The Foundation must receive all net proceeds within thirty (30) working days of the conclusion of the event.
- Exceptions to the financial guidelines may be requested and must have written approval.

Sponsorship

- The SOWF cannot solicit sponsors for your event and does not provide any donor or recipient contact information.
- Companies with public images that would have the potential to compromise the goodwill of the Warrior Foundation or conflict with the Foundation's mission, vision or values may not be major or presenting sponsors and may not promote their products through advertising or other event exposure.

Promotion and Logo Usage

- The SOWF must review and approve all promotional materials prior to production or distribution including, but not limited to, press releases, invitations, brochures, letters and flyers.
- The official logo of the Special Operations Warrior Foundation is a registered trademark and cannot be legally reproduced without written permission. Additionally, the SOWF logo must be used appropriately in conjunction with the event and must not be altered in any way. (See Logo Use Agreement Form, Appendix B)
- Any promotional materials must clearly state that your event is raising funds that will benefit the Special Operations Warrior Foundation.
- The SOWF may promote your event, when appropriate, in the following:
 - SOWF website, with a link to your event or fundraising page
 - SOWF monthly electronic newsletter
 - SOWF newsletter, Warrior Link
 - Tax Deduction / Donor Acknowledgement

To support your event, the SOWF can:

- Offer advice and planning tools, including an event planning guide, for your event.
- Approve the use of foundation name and/or logo (Logo Agreement Form)
- Promote your event on our website and, if applicable, in our electronic newsletter and press releases
- Provide a written tax receipt to donors who make their checks payable to the foundation
- Provide a letter of support to validate the authenticity of the event and its organizers
- Provide SOWF promotional materials (e.g. newsletters, brochures, and DVDs)
- Attempt to provide, but cannot guarantee, a SOWF representative. Because cost and scheduling concerns will be taken into consideration, there are no guarantees that we will be able to accommodate your request for an on-site representative.
- Small giveaways may be provided, if available.
- If feasible, arrange for a check presentation with an SOWF representative
- Assist you with writing the "goods and services" tax deduction statement on promotional materials



To support your event, the SOWF cannot:

- Release donor, volunteer, employee, or other mailing lists.
- Issue receipts for donations not made directly to the Special Operations Warrior Foundation.
- Solicit sponsorship revenue for your fundraiser.
- Provide insurance coverage or secure permits.
- Guarantee promotion of your event through media outlets.
- Be responsible for selling tickets to your event or providing prizes or awards for your event
- Guarantee attendance of staff, volunteer, military personnel or SOWF family at the event
- Provide cash or pay for prizes for your event
- Be liable for injuries incurred during your event

Liability and Cancellation

- The Special Operations Warrior Foundation is not financially or otherwise liable for the promotion or staging of special events.
- The event organizer or host should obtain all necessary permits, licenses and insurance. The Special Operations Warrior Foundation cannot be held responsible in any way for casualties and/or situations that occur at your event.
- Event hosts **do not** have the authority to sign contracts on behalf of the Foundation.
- If circumstances warrant, the Warrior Foundation reserves the right to terminate a current event or deny future events by the fundraising host for failure to comply with the above procedures. If circumstances warrant, the Warrior Foundation, may at time direct you to cancel the event. You hereby agree to cancel the event if so directed, and further agree to release the foundation from any and all liability from such action.

Guidelines for Sponsorships, Auctions, Raffles and Donations

- Events must comply with all federal, state and local laws governing charitable fundraising, gift reporting and special events.
- Sponsorships with no goods and/or services may be fully tax-deductible. This includes sponsors that receive advertisement space in a booklet for the event, as long as there is no commercial content such as "Come in and buy..." Name, slogan, and logo of the sponsor can be used.
- The IRS requires all tickets and invitations state what portion of the ticket price is tax-deductible if the

price is beyond the fair market value of the event itself. For example, a person pays \$100 to play in a charity golf tournament, which includes round of golf, food and beverage. The actual fair market value of the goods and/or services received is \$75. Only \$25 of the donation is tax-deductible.

- All flyers and tickets which invite people to sign-up or purchase tickets must state the portion which may be tax deductible. (In the example above, it would say "\$25 of the ticket price may be tax deductible" or "The estimated goods and services is \$75")

Silent and Live Auctions

- Donors of the items for a Silent or Live Auction should provide the Fair Market Value of their item/service.
- Each item should be valued at Fair Market Value. This value must be included on the Bid Sheet, as well as in any printed list of auction items.
- Only winning bids that are over the stated Fair Market Value will receive receipt information on their charitable gift.
- If an item has a winning bid less than the Fair Market Value, no portion is tax-deductible.

Raffles

- There is no charitable gift for a raffle ticket, lottery or any game of chance.



There are many different kinds of fundraisers. Some require little planning and logistics, while others require a lot.

Many will require that a waiver form be signed by EACH PARTICIPANT. (See attached waiver forms for adults and minor children (Appendix C and D).

Whether you are hosting a wine tasting party or organizing a golf tournament or a 5k run or a marathon, the foundation also wants the organizer to keep in mind that while the ultimate goal is to raise funds, you should have fun and enjoy your event.

The Warrior Foundation staff is happy to provide advice and suggestions.

For additional information, please contact the foundation at (813) 805-9400.



Fundraising Event Proposal



Name of Primary Contact: _____

- Individual
 Business/Corporation
 Organization/Group (Non-Profit)

Attention: Wendy Bourland
PR Manager

Fax Number: (813) 805-0567

Phone Number: (813) 805-9400

Email: aolson@specialops.org

EVENT DESCRIPTION



Name of Event: _____

Nature of Event (Please explain in detail):

Has this event been done before? _____ When? _____

Location of event: _____

Date of event: _____ Rain Date: _____

Indoor Outdoor Hours of Event: _____

Projected Attendance: _____

Will other charitable organizations benefit from this event? _____

If so, please name and describe the extent to which they will benefit.

**CONTACT
INFORMATION**



**PUBLICITY
&
PROMOTION**



**PROJECTED
DONATION**

**POTENTIAL
SPONSORS
(IF APPLICABLE)**

Contact Name: _____

Email _____

Primary Phone: _____ Alternate Phone: _____

Address: _____

The Special Operations Warrior Foundation reserves the right to review all materials which include our name and logo. Please indicate which types of promotional activities you are involved in:

Press Releases Flyers Other (please indicate)

Estimated Donation: _____

Please list the businesses you plan on contacting to support this event:

Why did you choose the Special Operations Warrior Foundation to be the beneficiary of your event?

I have read the SOWF Fundraising Events Guidelines and Policies; and I agree to follow them as stated.

Signature _____

Date _____

FOR SOWF USE

Approved

Disapproved

Signature

Date



Post-Event Donation Form

The Special Operations Warrior Foundation provides support and assistance to the U. S. military's special operations community, consisting of Army Special Forces (Green Berets), the Army's 75th Ranger Regiment, the 160th Special Operations Aviation Regiment, Navy Small Boat Teams, Navy SEALs, Air Force Combat Controllers, Air Force rotary and fixed wing squadrons, and Marine Corps special operations personnel.

The Special Operations Warrior Foundation provides college scholarships to surviving children of fallen special operations personnel as well as immediate financial assistance to special operations personnel severely wounded.

We greatly appreciate the efforts to host a fundraising event for the Special Operations Warrior Foundation. You are truly making a difference in the lives of some very special people. Please complete this form and return it with your donation.

Tell us about your event:

What type of event? _____

Contact info:

First Name _____ Last Name _____

Company/Organization/School _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell Phone _____

Email _____

Please use the enclosed donation for: _____ College Scholarships _____ Wounded Warrior Support

Donation Total:

If you have a list of donors, and supporters along with their addresses and amount of contribution, we can send them a "thank you" letter for supporting your event.

Please enclose the list or email it to: warrior@specialops.org

Please return this form and Mail donations to:
Special Operations Warrior Foundation
P.O. Box 89367
Tampa, FL 33689

For Further information about the Foundation:
www.specialops.org
(813) 805-9400

THANK YOU

Tax ID # 52-1183585

Use of the Special Operations Warrior Foundation Logo



Please check the applicable answer to the following questions, providing details indicated.

1. This request for permission to use the Special Operations Warrior Foundation is with respect to:

Printed marketing/promotional material.

Please briefly describe the purpose of your communication and the form it will take. For example, advertising in a newspaper, magazine, newsletter; event invitation or program, brochure; poster; flyer, etc.

Electronic publications, for example, a Web site, online newsletter or video. Please briefly describe. _____

Other. Please briefly describe. _____

2. Will the Logo be used for commercial purposes?
Yes No

If yes, what consideration is being given to the Warrior Foundation? For example, a percentage of the net revenue from sales, payment for royalties, etc. Please describe or attach proposal or license agreement.

3. A mock-up/sample layout of the intended logo application is attached.
Yes No

Terms and Conditions for Use of the Special Operations Warrior Foundation Logo

The Special Operations Warrior Foundation (herein referred to as the “Foundation”) hereby grants to the party identified below, the “Licensee” a non-exclusive, non-transferable license and permission to use and display the Warrior Foundation Logo (herein referred to as the “logo” subject to the party agreeing to the following terms and conditions:

1. The License shall not make any alterations to the logo, or adapt the logo as part of another symbol or mark.
2. The License shall use the logo in accordance with specifications and purpose set out on Appendix “B” (Use of Special Operations Warrior Foundation Logo.)
3. The License shall not use the logo for any commercial purposes, including clothing and memorabilia, unless authorized by the Foundation with a signed license agreement.
4. The License shall not grant permission to any other person to use the logo.
5. The License’s use of the logo will adhere to the Foundation’s policies with respect to diversity, race relations and accessibility.
6. The License agrees to send the Foundation copies of all materials (print, video, etc.) where the logo is used.
7. The License acknowledges that the Foundation assumes no liability in respect of my use of the logo.
8. The Foundation reserves the right to determine logo usage immediately if there is a breach with paragraphs 1 to 7 noted above.

The license hereby accepts all of the conditions with respect to the use of the logo as set out in paragraphs 1 to 8.

(NAME AND SIGNATURE OF INDIVIDUAL REPRESENTING THE PARTY)

(MAILING ADDRESS)

(EMAIL WHERE LOGO IS TO BE SENT)

(CONTACT NUMBERS)

(NAME AND TITLE, Approving on behalf of the Special Operations Warrior Foundation)

Dated _____, 2014



WAIVER AND RELEASE FROM LIABILITY

I, _____ HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Special Operations Warrior Foundation(SOWF) including its agents, employees, officers, directors, affiliates, successors and assigns (hereinafter, the "Released Parties"), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to the creation and hosting of a fundraising event for the benefit of, Special Operations Warrior Foundation.

On behalf of our employees, officers, directors, affiliates, successors and assigns I understand that the activities, functions, events, etc. we organize and in which we participate are of a volunteer nature for the benefit of a 501(c)(3) and that we assume all risk and liability for said activities, functions, and events.

By this Waiver, _____ assumes any risk, and takes full responsibility and waives any claims of personal injury, death or damage to personal property associated with our fundraiser conducted on behalf of SOWF or the Released Parties including but not limited to any professional or volunteer activities, community events, using SOWF's name or equipment, practicing and/or engaging in organizational functions, philanthropic activities, and other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of SOWF, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I hereby certify that I am 18 years of age or older, mentally competent to enter into this waiver and have read the above carefully before signing.

DATE Organizer Authorized Agent PRINTED NAME SIGNATURE

DATE SOWF Authorized Agent PRINTED NAME SIGNATURE

Special Operations Warrior Foundation
P.O. Box 89367
Tampa, FL 33689