



## THIRD PARTY SPECIAL EVENT POLICY

Turning Point welcomes special fundraising/ promotional events (“third party events”) organized and sponsored by outside individuals/organizations (“third Party Event Organizer(s)”) on its behalf.

In accordance with Revenue Canada guidelines and for the benefit of Turning Point and the Third Party Event Organizer(s), Turning Point has established the following policies, criteria and guidelines:

### **POLICIES:**

#### **Third party events are required to:**

1. Be consistent with the mission, vision and values of Turning Point
2. Generate positive exposure for Turning Point and increased public awareness of Turning Point, HIV/AIDS and Harm Reduction.
3. Have financial benefits to Turning Point. Determination of a projected donation amount is required.

#### **Turning Point reserves the right to:**

1. Refuse involvement, and the use of its name and logo, in any event that does not meet with its approval.
2. Refuse approval of sponsors as per the policies and procedures of Turning Point
3. Withdraw support of any third party event that does not abide by the policies, criteria and guidelines set out in this agreement without any liability or obligation.

### **CRITERIA:**

**The Executive Director of Turning Point will approve a third party special event and sign this agreement with the Third Party Event Organizer(s) based on the completion of this document.**

### **GUIDELINES:**

**For approved third party events/promotions, the Third Party Event Organizer(s) and Turning Point are required to adhere to the following guidelines:**

#### **Accountability:**

1. The Third Party Event Organizer(s) **will** provide a record of revenues and expenses, and copies of all receipts to Turning Point **upon** request.
2. The Third Party Event Organizer(s) will provide periodic status reports to Turning Point on an agreed-upon basis.
3. Turning Point will not be responsible for any financial losses or unsettled accounts should the event not succeed financially.

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4. Turning Point will be told if the third party event is to benefit other charity partners and should be informed of whom these partners are and the donation they will receive
5. Turning Point will be provided with reasonable prior notice of any third party event cancellation.
6. Turning Point will not be named in, or sign, contracts on behalf of Third Party Event Organizer(s) neither should any contracts be signed or any obligation be made on behalf of Turning Point without Turning Point's prior written consent. All contracts should be submitted to Turning Point for review prior to signing.

**Financing:**

1. Turning Point **will not** underwrite any third party event.

**Insurance:**

1. Turning Point insurance **will not** cover third party events. However, under certain circumstances, and under the discretion of the Executive Director, Turning Point may provide extended or special coverage under Turning Point's current coverage.

**Licenses and Fees:**

1. Third party events involving licenses and fees **will** conform to government regulations (federal, provincial and municipal). Adequate time must be given to Turning Point to review such licenses. The Third Party Event Organizer(s) **will pay the fees** for said licenses. Turning Point will supply the Third Party Event Organizer(s) with the appropriate documentation for the licenses and the fees.

**Product Endorsement:**

1. Turning Point **does not normally** endorse products. However, if a Turning Point approved third party event involves sale of a product, a hang tag, label or other display materials must describe the relationship between Turning Point and the product clearly to the public by stating the following: "**----- is pleased to support Turning Point. A portion of the proceeds from the sale of this product will help Turning Point fund vital programs and services of the agency.**"

**Promotion/Promotional Materials:**

1. Turning Point **will** have signed approval on ALL promotional materials (brochures, flyers, advertisements, publicity and/or media communications).
2. Turning Point **will**, depending on supplies and reasonable requirements, provide existing in-house promotional material to the third party event.

**Receipting:**

1. Turning Point **will** provide receipts for income tax purposes, for donations incurred through the third party event, and for which documentation has been provided, and further, only if said donations are deemed receiptable by Revenue

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Canada. Turning Point must be informed in advance of the scope of the donations or gifts-in-kind for which receipts are requested. Turning Point reserves the right to issue or not issue any receipts at its sole discretion.

**Sponsors/Sponsorship:**

1. Turning Point **will** have final, signed approval of sponsors.
2. Turning Point **will not** solicit sponsors on behalf of the Third Party Event Organizer(s), nor will they provide contacts for sponsorship.
3. Any third party contacting potential sponsors must disclose the nature of the third party arrangement and must position CAANS as a recipient of the event, not the host or owner of the event.

**Use of Foundation name and logo:**

1. Turning Point **will**, in its sole discretion, allow the use of its name and logo by the Third Party Event Organizer(s) to promote the agreed-upon event. Any use of the Turning Point logo must be approved, in writing, prior to its use.

**AGREEMENT:**

This agreement, made on this \_\_\_\_\_ day of August, 2013, is valid for the fiscal year commencing April 1, **2013** and ending March 31, **2014**.

**Third Party Event Name:**

**Third Party Event Date(s):**

**Third Party Event Address:**

**Third Party Event Organizer(s):**

**Third Party Event Organizer(s)' Contact Information:**

**AGREEMENT DETAILS:**

**Turning Point Resources:**

Staff/Volunteers:

Promotional Materials:

Promotional Assistance:

Licenses/Insurance Upgrade/Tax Receipting Arrangements required:

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Turning Point Third Party Special Event Agreement

I/we, the Third Party Event Organizer(s), have read, understood, agree to and will abide by the Turning Point policies, criteria and guidelines for the third party event(s) outlined in this agreement.

I/we, the Third Party Event Organizer(s), hereby release Turning Point 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 Turning Point in connection with the event, however arising.

I/we, the Third Party Event Organizer(s), further agree to indemnify and forever save Turning Point 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).

\_\_\_\_\_  
Signature for Turning Point

\_\_\_\_\_  
Signature for Third Party Event Organizer(s)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Turning Point 4611-50<sup>th</sup> Avenue  
Red Deer, AB T4N 3Z9  
P: 403-346-8858  
F: 403-346-2352

NB: This agreement consists of four pages, and is only valid when presented in full, with the initials of each signing representative on each page, and any listed attachments included.

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