

EXTERNAL FUNDRAISING EVENT PROPOSAL AND AGREEMENT

Thank you for your interest in making Fred Hutchinson Cancer Research Center (“Center”) the beneficiary of your fundraising event as described below (“Event”). All fundraising events to benefit the Center must be approved in writing by the Center prior to commencing any activities, promotions or advertising relating to the event that uses the Center’s name or marks. Please complete this External Fundraising Event Proposal and Agreement (“Agreement”) and submit it to the Center at the address shown below *at least six (6) weeks prior to beginning any promotional efforts or planning for the Event*. The Center appreciates the efforts of all who wish to organize events to support its mission. However, there may be reasons that require the Center to decline certain events including the scope of the event, lack of infrastructure, inadequate return, timing of the event, or conflicts with other events. Approval of events is within the sole discretion of the Center.

External Fundraising Event Summary

Sponsor(s) of Event (“Sponsor”)_____

Primary contact_____ Title_____

Address_____

City_____ State_____ Zip_____

Phone_____ Fax_____ E-mail_____

Please answer the following, attaching additional pages if necessary.

1. What inspired your Event?_____

2. Describe your Event (e.g. auction, golf tournament) and how you intend to raise money:_____

3. Provide the date, time and location of your Event including anticipated number of attendees:_____

4. How long will your Event take from planning to completion?_____

5. How do you plan to promote your Event? Please provide sample outreach materials (e.g. Web page(s); invitation; solicitation letter(s); program, etc.)_____

6. Please itemize your sources of income (check all that apply):
- Ticket sales/entry fee
 - Sponsorship (e.g. corporate or individual sponsorship)
 - Auction sales (auction items; fund a need, etc.)
 - Raffle
 - Other _____

7. Detail the businesses and individuals you intend to solicit for sponsorship: _____

8. Itemize your estimated expenses and explain what funds will be used to pay for them (*Please note that expenses may not exceed 30 percent (30%) of the gross proceeds*): _____

9. Will the Center be the sole beneficiary? If splitting proceeds with another entity, what is the percent of proceeds designated for each beneficiary? _____

10. What is the contribution you hope to raise for the Center net of expenses? \$ _____

11. Have you hosted a fundraising event for the Center before? If yes, please provide event name: _____

12. Will the donations from the Event be directed to the Center's general fund or restricted to a specific purpose (e.g. breast cancer research)? Donations may only be restricted to a specific purpose if Sponsor promotes the fact that donations will be directed for that purpose in advance on all promotional materials. Also, if the donations will be restricted, describe the specific purpose for which the donations may be used: _____

The attached External Fundraising Event Terms and Conditions ("Terms") are part of this Agreement. By signing below and submitting this Agreement to the Center, you agree and represent that if the Center accepts your offer to conduct the proposed Event (a) the Sponsor will be bound by the Terms, (b) the Event will be promoted and conducted strictly in accordance with the Terms (c) you are authorized to sign this Agreement on behalf of the Sponsor, and (d) all information provided by Sponsor to the Center relating to the Event is and will be true and correct in all material respects.

Accepted and agreed to:

Name of Sponsor

Name of authorized signatory

Title

Signature of authorized signatory

Date

For review, return to:
*External Fundraising Event Proposal and Agreement
Fred Hutchinson Cancer Research Center
Mail Stop J5-200
PO Box 19024
Seattle, WA 98109-1024
T. 206-667-4399; F. 206-667-5826
extfundevents@fhcrc.org*

EXTERNAL FUNDRAISING EVENT TERMS AND CONDITIONS

These External Fundraising Event Terms and Conditions (“Terms”) will apply to the external fundraising event (“Event”) to benefit Fred Hutchinson Cancer Research Center (“Center”) that is described in this External Fundraising Event Proposal and Agreement. In order to protect the Center’s name, marks and reputation, this Event must be conducted in accordance with these terms. Only sponsors of Events (“Sponsors”) that agree to comply with these Terms are permitted to use the Center’s name and marks.

1. Fundraising on behalf of the Center.

- 1.1 These Terms together with the External Fundraising Event Proposal and Agreement to which they are attached (collectively “Agreement”) provide the basis for an Event to be organized by Sponsor on behalf of the Center. If the Event is approved, this Agreement will form the basis of any dealings with the Center in relation to the Event. Sponsor will be notified by mail whether or not the Event is approved.
- 1.2 If approved, the Event will not be a Center event, but an event to raise funds for donation to the Center. The Center may only be identified as the beneficiary of the Event and not the sponsor of the Event. The Center cannot take a coordinating role in planning and its officers and employees cannot assist in solicitation of prizes, publicity or providing goods and services to assist the Sponsor in the execution or promotion of the Event. The Center will not provide funding for expenses of the Event and will not provide access to its donor database to the Sponsor for use in connection with the Event. Sponsor is not the agent for the Center and has no authority to enter into any contract or commitment on behalf of the Center or otherwise act on the Center’s behalf.
- 1.3 The Center cannot accept and Sponsor agrees not to donate to the Center donations from sponsors or events affiliated with or directly sponsored by tobacco or liquor-related products or companies who sell such products or from any organization associated with terrorist activities or donations obtained by illegal means.
- 1.4 Sponsor and Event expenses may not exceed 30 percent (30%) of the gross proceeds from the Event.
- 1.5 Sponsor agrees to provide the Center two complimentary tickets to the Event for Center staff attendance. After the Event, Sponsor agrees to provide the Center with a report on the Event including samples of all previously approved materials featuring the Center Marks.
- 1.6 Donations may be directed to the Hutchinson Center’s general fund or may be directed for use for a general restricted purpose (e.g. breast cancer research). Donations may only be restricted to a specific purpose if Sponsor promotes the fact that donations will be directed for that purpose in advance on all promotional materials (including Web-based, advertising, TV/radio, public relations materials). Donations that are not specifically directed will be directed to the general fund.
- 1.7 Sponsor is responsible for obtaining all necessary licenses and permits relating to the Event (e.g. raffle licenses) and for ensuring that the Event is conducted in accordance with all applicable laws and regulations. The Center cannot provide legal or tax advice and Sponsor should consult Sponsor’s own legal or financial advisors for such advice.

2. Liability and Insurance.

- 2.1 The Center is not financially or otherwise liable or responsible in any way for the promotion or staging of the Event or for any claims, damages, liabilities, injuries, losses or expenses that arise out of or relate to the Event. The Sponsor agrees to indemnify, defend and hold harmless the Center, its trustees, officers, employees and agents and their successors and assigns (“Indemnified Parties”) of and from all claims, damages, liabilities, injuries, losses or expenses (including, without limitation, attorneys’ fees and costs) that arise out of or relate to the Event or its promotion, planning or development except to the extent caused by the Indemnified Parties.
- 2.2 The Sponsor, at its expense, agrees to maintain liability insurance that is appropriate for the Event and is acceptable to the Center. The Sponsor will provide the Center with evidence of insurance upon request.

3. Processing and Receipting of Donations.

- 3.1 All donations must be remitted to the Center within six (6) months after the Event.
- 3.2 All donations made payable to and received by the Center will receive a written acknowledgment from the Center for tax purposes acknowledging the donation. The name and address appearing on the check received by the Center will be used for purposes of the tax acknowledgment.
- 3.3 The Center can verify matching gifts only for donations received directly by the Center that are eligible to receive a tax acknowledgment from the Center.
- 3.4 Under federal income tax law, if goods or services are received by a donor in return for a donation (e.g. auction purchases, meals, gifts), the portion of the donation that is deductible for tax purposes is limited to the amount by which the donation exceeds the value of the goods or services received.

Where goods or services are to be provided to a donor, the Sponsor must communicate a good faith estimate of the fair market value of those goods or services to the donor prior to the donation. At the time the donations are provided to the Center, the Sponsor must advise the Center in writing if any goods or services were provided to any donor. If any goods or services were provided, the Sponsor must provide a list to the Center with the following information: the donor’s name, the amount of the donation, a description of the goods or services provided, and the good faith estimate of the fair market value of the goods or services. The tax acknowledgment from the Center will describe the goods or services and state the good faith estimate of the value of those goods or services.

- 3.5 If donations from the Event are deposited to a separate account outside the Center and subsequently donated in a single sum to the Center (e.g. one check), only the individual, organization, corporation, foundation, or other entity whose name appears on the check is eligible to receive a tax acknowledgment for the donation. Sponsor should alert event donors that their gift will not be acknowledged as a tax-deductible donation by the Center.

4. Use of Center's Name and Marks.

- 4.1 The name "Fred Hutchinson Cancer Research Center," its logos and other promotional materials or photographs relating to the Center (including any that appear on its Web site) are trademarked and copyrighted materials (collectively "Center Marks"). Center Marks cannot be displayed, copied or used in any manner without prior written consent from the Center. Approval of the Event and acceptance of the Agreement does not constitute consent to use the Center Marks except as provided in Section 4.4 below.
- 4.2 Consent to use the Center Marks is at the discretion of the Center and may be specifically detailed at the time an Event proposal is approved and the Agreement accepted by the Center, or it may be subsequently negotiated at the discretion of the Center.
- 4.3 If use of Center name is permitted under this Agreement, the name "Fred Hutchinson Cancer Research Center" must always be used in its entirety. Sponsor has no rights to any Center Marks or any combination or derivative of such Center Marks, nor is Sponsor given the right to raise funds in the name of "Fred Hutchinson Cancer Research Center" for any purpose other than those outlined in Agreement accepted by the Center.
- 4.4 Upon approval of the Event and written acceptance of this Agreement by the Center, Sponsor may state that the Event is to support Fred Hutchinson Cancer Research Center, or that proceeds from the Event benefit Fred Hutchinson Cancer Research Center, but may not use any other Center Marks unless agreed in writing by the Center.
- 4.5 Any material (including Web-based, advertising, TV/radio, public relations materials) using Center Marks must be submitted for approval prior to being printed or circulated. Requests to use any Center Marks take at least seven (7) business days to process and may take longer depending on the circumstances.

5. Event Benefits and Support.

- 5.1 The Center currently offers the benefits and support described on Exhibit 1 for Events raising the monetary levels stated on the Exhibit. If the Center is not the sole beneficiary, the event benefits described will be determined based on the gross proceeds benefiting the Center.
- 5.2 The benefit level for each Event must be approved by the Center in its discretion. In determining the appropriate benefit level for the Event, the Center will consider any written pledge agreement for the Event, the donation history for the Event and any other special circumstances relating to the Event. The Center will notify the Sponsor of the benefit level for the Event as soon as reasonably possible after its approval of the Event.

EXHIBIT 1

1. Events grossing \$1,000 - \$4,999
 - Use of Fred Hutchinson Cancer Research Center's name as beneficiary organization as provided in Section 4.4 of these Terms
 - Recognition in the Center's *Annual Report to Donors*
2. Events grossing \$5,000 - \$9,999
 - All benefits for Sponsors grossing \$1,000 - \$4,999, plus:
 - Administrative point person to field questions via phone or e-mail
 - Three (3) Center banners to display on-site at your Event
 - Up to 250 Center *A Life of Science* brochures to display at your Event
3. Events grossing \$10,000 - \$24,999
 - All benefits for Sponsors grossing \$5,000 - \$9,999, plus:
 - The Center's *A Life of Science* DVD highlighting the impact of private support to show at your Event
 - Optional tour of the Center's campus in conjunction with check acceptance for up to five guests during regular business hours
4. Events grossing \$25,000 - \$49,999
 - All benefits for Sponsors grossing \$10,000 - \$24,999, plus:
 - Letter acknowledging Event supports the Center
5. Events grossing \$50,000 - \$99,999

Benefits will be provided following one year of grossing \$50,000 or more. To continue receiving benefits in a given year, the Event must have grossed the necessary amount in the preceding year.

 - All benefits for Sponsors grossing \$25,000 - \$49,999, plus:
 - Use of the Center's logo for the Event in accordance with guidelines established by the Center
 - Two invitations to a Center science education event
 - Promotion of your Event via the Center's online public events calendar (www.fhcrc.org/about/ne/events/)
6. Events grossing \$100,000 or more

Benefits will be provided following one year of grossing \$100,000 or more. To continue receiving benefits in a given year, the Event must have grossed the necessary amount in the preceding year.

 - All benefits for Sponsors grossing \$50,000 - \$99,999, plus:
 - Enhanced marketing opportunity to create a custom Web page to raise funds via the Center's online program, Team Raiser
 - Creation and execution of a media/publicity plan by FHCRC Media Relations
 - A choice of either a Center scientific speaker OR a Center patient family speaker at your Fundraiser OR a Center representative at your check acceptance (greater Seattle/Eastside area only; based on availability)
 - Additional requests for support will be considered annually