

## *Community Partner Fundraiser & Event Guidelines*

By organizing a Community Partner event, you make a difference for animals in need. Because we are not affiliated or funded by the national Humane Society or SPCA, the dogs and cats rely on the thoughtfulness and generosity of community members like you. Thank you for believing in this important mission. We are so grateful -- and the dogs and cats you will serve are too.

A Community Partner event (also known as a Third Party event) is an event or promotion that will benefit Santa Barbara Humane and is sponsored by a person or organization (the "Organizer") not affiliated with Santa Barbara Humane.

### *The Fine Print*

Santa Barbara Humane has a fiduciary duty to our donors and our community to ensure our name is being used properly, that all funds are being handled and accounted for in a reasonable manner, and that the event is being conducted in a manner consistent with our mission and public image. To that end, all Community Partner events must be registered and approved prior to any planning or promotion.

As a responsible steward of donated funds, Santa Barbara Humane believes that a reasonable percentage of gross revenues (no less than 5%) from all fundraising events should be directed towards the organization when promoting an event as benefiting Santa Barbara Humane, and will meet the minimum donation requirements as set forth in the partnership.

- In the case of a sales promotion, if a portion of proceeds or sales will benefit Santa Barbara Humane, the percent or amount to be donated needs to be clearly stated by the Organizer in all promotions and communications and the Organizer will provide an accounting of transactions to donors or Santa Barbara Humane if requested.
- Events should be promoted as "benefiting Santa Barbara Humane." For example, a walkathon may be promoted as "Walkathon to benefit Santa Barbara Humane" but not the "Santa Barbara Humane Walkathon."
- Any use of Santa Barbara Humane's name or logo needs to be approved prior to any event. The logo may not be altered in any way.
- Organizer is responsible for obtaining any necessary permits, clearances, and insurance coverage as necessary. Organizer must, in its sole discretion, determine the extent of required insurance for the event in order to protect itself from claims which may arise out of the event.

- Organizer is responsible for planning and execution of the event, including all set-up, promotion, staffing, and financial liability.
- Organizer is responsible for complying with all local, state, and IRS regulations regarding the event.
- Organizer agrees to defend, indemnify and hold harmless Santa Barbara Humane harmless from and against any and all claims, losses, damages, costs, attorney's fees, expenses, and liabilities Santa Barbara Humane may suffer which arise directly or indirectly in connection with the event or Organizer's breach of these Guidelines, or in the defense of any claim or action or proceeding arising directly or indirectly out of or incurred in connection with the event or Organizer's breach of these Guidelines.

### *Tax Deduction & Acknowledgment*

- For events that benefit our organization, organizers are responsible for collecting names and contact information of all participants, sponsors, donors, and volunteers for acknowledgment purposes and should supply that information to Santa Barbara Humane within 30 days of the completion of the event. This does not apply to campaigns such as percentage of sales, ribbon campaigns (paws/cat/dog), or other donation-with-purchase campaigns.
- Importantly: If payments are made to Santa Barbara Humane, a 501(c)3 organization, they qualify as tax deductible to the fullest extent allowed by law. If payments are made to the Organizer, and the Organizer is not an IRS qualified organization, the payments will not be tax deductible for income tax purposes.
- Additionally: A donor must be informed that the tax-deductible amount (per IRS regulations) is only the amount that is over and above what was received in goods and services. For example, if a participant pays \$200 to play in a golf outing and the cost per golfer is \$50, the tax-deductible amount is \$150.

### *Reminders*

- Santa Barbara Humane cannot pay vendors (i.e., caterers, venues, etc.) on the Organizer's behalf.
- Organizers assume complete responsibility for making payments or arrangements for goods or services needed for the event.
- Santa Barbara Humane cannot solicit sponsors or participants for your fundraising event and does not provide donor or volunteer contact information.
- Santa Barbara Humane cannot staff your event or guarantee staff attendance.



- Santa Barbara Humane reserves the right to decline association with any person or event when it believes that such an association may have a negative effect on the image of Santa Barbara Humane, for breach of agreement, or for any other reason.

Agreement: I understand that I am responsible for any and all liability, for all promotion, for accurate record keeping, for preapproved use only of Santa Barbara Humane's name and logo, and I have read, understand, and agree to abide by Santa Barbara Humane's Community Partner Fundraiser & Event Guidelines. The minimum donated funds will be: \_\_\_\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please email your completed form to [give@sbhumane.org](mailto:give@sbhumane.org) or call the Philanthropy & Outreach team at 805-222-0139.

*Thank you for supporting dogs and cats in need!*