**Third Party Fundraising Agreement**

*Definitions*

A third-party event is a fundraising initiative designed and executed by an individual or organization not otherwise connected to The Vitanova Foundation (hereinafter ‘Vitanova‘), the net proceeds of which are donated to Vitanova. Third-party events impose no financial obligation upon Vitanova, and do not require a great deal of involvement by its staff. Such events include:

* *Affiliated Third Party Events* associating Vitanova with an existing activity, event or program, the proceeds of which, in whole or part, are to be donated to Vitanova;

## *Special Interest Third Party Events*, either one-time or recurring, held by an individual or organization, with the intention that all net proceeds be donated to Vitanova.

## *Rationale*

While Vitanova is grateful for any financial assistance afforded by third parties, all such events must meet specific criteria prior to endorsement by Vitanova, to ensure adherenceto federal and provincial statutes and regulations respecting not-for-profit and charitable organizations such as Vitanova.

*Requirements*

The following are the requirements in respect of third-party fundraising for Vitanova that must be agreed to by a third party (if an individual), or by an authorized representative of a third-party (if an organization) in advance of any approval being issued by Vitanova, such agreement to be effected by the completion and signature of the form below, and countersigned by an authorized representative of Vitanova.

*Application*

* Unless specifically waived by Vitanova, applications for proposed third-party events should be submitted to Vitanova no later than ninety (90) days prior to the anticipated date of the event.
* The application should take the form of a written plan for the proposed event, indicating the major steps to be taken in its execution, up to and including the expected date of transfer of any proceeds to Vitanova.

*Promotion*

* The event will neither be promoted nor conducted in a manner that suggests Vitanova or its Board of Directors or individual directors or staff endorse any product, company, organization, individual, or service.
* Vitanova reserves the right to decline without cause any offer of third-party support.
* The logo of Vitanova may be used in conjunction with a third-party event, provided such use adheres to graphic standards and the logo (including the word ‘VITANOVA‘) is not altered in any way.
* The third-party will supply to Vitanova for its review and approval prior to publication all promotional materials, including but not limited to advertising, flyers, letters, and press releases.
* Promotional materials, including advertising space, cannot be purchased using Vitanova funds.
* Vitanova reserves the right to participate in multiple third-party events at one time.
* The Vitanova Foundation reserves the right to decline endorsement of a proposed *affiliated third-party event*, if the prior mutual agreement of all benefiting parties is not confirmed by the third-party.
* It is the responsibility of the third party to obtain any permit or license as may be required by the Province of Ontario, the City of Vaughan, or any other government authority in respect of the event.

*Excluded Parties*

Applicants must agree *not* to solicit individuals or organizations which already support Vitanova directly or indirectly via other third-party events. These individuals and organizations are noted in the section below entitled “Exclusion List”.

*Liability*

* Vitanova is neither legally nor financially liable for any third-party event.
* Vitanova’s insurer does not permit the extension of its policy coverage to third-party events.
* Organizers of such events are strongly advised to obtain comprehensive public liability insurance in the amount of $2,000,000, and may name Vitanova as a co-insured on such insurance policy.

*Net Proceeds*

* All net proceeds must be remitted to Vitanova within thirty (30) days of the event.
* Promotional material shall clearly state the percentage of net proceeds that will be remitted to Vitanova, and any other benefiting organization(s), if an affiliated event.

*Records*

Vitanova shall receive within thirty (30) days of the event:

* A *certified list* [i.e., one specifically stating that the list is of those entitled to an official receipt reflecting the net amount of their donation (exclusive of any benefit received) and signed by the applicant]
* Photocopies of all cheques, money orders, credit card forms, and receipts (for any cash received) in respect of the event; and
* A list of all tangible non-cash contributions (including accurate estimates of the retail value thereof)
* Samples of any promotional materials not previously submitted.

*Receipts*

Vitanova adheres strictly to Canada Revenue Agency regulations with respect to the issuance of tax receipts for charitable donations. No exceptions shall be requested or allowed. Donations in kind (e.g., auction items, printing services) may be eligible for tax receipts, subject to Canada Revenue Agency regulations respecting authentification of value.

*Exclusion List* (completed by Vitanova)

The applicant agrees not to solicit for purposes of any third-party initiative undertaken on behalf of Vitanova any of the following individuals or organizations which already support Vitanova either directly or indirectly.

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***I have read the foregoing requirements and agree to be bound by them:***

Name: [Print]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postal code\_\_\_\_\_\_\_\_\_

Telephone (\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***On behalf of Vitanova:***

Name [print]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Once executed on behalf of both parties, the applicant will receive a copy of this agreement.*