



## NO FOOT TOO SMALL – 3<sup>RD</sup> PARTY EVENTS/DIY FUNDRAISER DISCLAIMER 2025

The undersigned represents and warrants that he/she (hereinafter referred to as “Applicant”) has submitted the 3<sup>rd</sup> Party Event Form, is fully authorized to enter into this Agreement and agrees to be bound by all of the terms and conditions stated herein when conducting fundraising activities/events (“Third Party Events”) to benefit No Foot Too Small, an Iowa nonprofit entity recognized as a Section 501(c)(3) charitable organization (“NFTS”).

1. **Financial.** Applicant is solely responsible for the development and execution of the proposed Third Party Event and for any and all debts, costs or expenses relating to the proposed Third Party Event. Applicant acknowledges and agrees that it shall not obligate or bind NFTS in any manner whatsoever for any debt, cost or expense related to such Third Party Event. NFTS will not provide staff support for the proposed Third Party Event unless separately agreed. Applicant will be responsible for recruiting staff or volunteers to produce and work the proposed Third Party Event.
2. **Bank Account.** Applicant will not open any bank accounts using NFTS’s name or Taxpayer Identification Number. Applicant agrees to forward any check donations listing NFTS as the “Payee” to NFTS for deposit in an NFTS bank account as soon as practicable.
3. **Deductibility.** Only donations made directly to NFTS are tax deductible (to the extent permitted by US law). NFTS will only issue substantiation receipts for donations made directly to NFTS, such as checks made payable to NFTS or online gifts. For sake of clarity, NFTS will not issue substantiation receipts for purchases made at auction. Donations made directly to Applicant or a Third Party Event can be used to cover event expenses but they are not tax deductible.
4. **Insurance and Licenses.** Applicant is responsible for providing insurance as required by law or established business practice. Please note that NFTS’s insurance policy does not cover Third Party Events. Applicant is responsible for obtaining any necessary licenses, permits and clearances as required by local and state government and for complying with all applicable laws.
5. **Liability and Indemnity.** Applicant hereby fully releases and agrees to indemnify and hold harmless NFTS and its employees, officers, directors, volunteers, representatives, agents, contractors and licensees, together with their insurers, from and against any and all causes of actions, liabilities, claims, losses, charges, damages, costs or expenses, including reasonable attorney’s fees, arising out of or occasioned by any act or omission of Applicant or Third Party Event organizer, or their officers, partners, employees, agents, volunteers, contractors, licensees, guests, invitees, or attendees, in connection with the Third Party Event; or (b) any breach of any provision of this Third Party Fundraising Liability Release Agreement.



6. Event Safety. NFTS is not responsible for the safety of Third Party Event participants. It is the Applicant's responsibility to ensure the safety of Third Party Event participants, especially minors. If the Third Party Event poses any potential risk to the health or safety of a participant, e.g., walkathon, marathon, triathlon, Applicant shall obtain a written and signed waiver of liability releasing NFTS from any claim for liability from each participant as a condition of participating in the Third Party Event.

7. Promotion. It is Applicant's responsibility to promote the Third Party Event. NFTS has no obligation to promote or advertise the Third Party Event, and generally will not promote or advertise Third Party Events, except as mutually agreed upon separately. Applicant agrees to submit any and all promotional materials including, but not limited to, publicity, advertising and press releases, to NFTS for its approval before any such materials are published, distributed, disseminated or circulated in any manner. All promotions for the Third Party Event should make clear that the Third Party Event is hosted by Applicant and that NFTS is the beneficiary, and may not state or imply that NFTS is host or sponsor of the Third Party Event. For purposes of compliance with U.S. state fundraising regulations and Better Business Bureau disclosure requirements, all promotional material shall include: (a) the actual or anticipated portion of the sales, admission price or other proceeds that will benefit NFTS; (b) any maximum or minimum to be paid to NFTS, if applicable, and (c) the duration of any promotion.

8. Logo and Trademarks. All NFTS trademarks are proprietary and may not be used without the prior, written express permission of NFTS. Applicant shall not use NFTS or any of NFTS's projects' or programs' names, logos or marks ("Marks"), or otherwise indicate to the public that an activity/event is being held for the benefit of NFTS in any materials, without the express, written approval of NFTS. NFTS reserves the right to refuse or withdraw permission for the use of the Marks at any time. Applicant grants NFTS permission to use Applicant's name and trademarks on NFTS's promotional materials, provided that NFTS's use of Applicant's name or trademark does not constitute endorsement of Applicant or Applicant's promotional activities. Applicant may not create NFTS merchandise or products bearing the Marks without NFTS's prior written consent, and may not sell NFTS-branded merchandise in connection with any Third Party Event under any circumstance unless separately agreed to.

9. No Lotteries or Raffles. Lotteries, gambling, raffles or drawings are not permitted at Third Party Events under any circumstance. Auctions are not permitted at Third Party Events without NFTS's prior written consent.

10. Annual Approval. Applicants planning annual events must obtain approval from NFTS each year.

11. No Endorsement. It is mutually understood that (a) NFTS is a tax-exempt entity under Section 501(c)(3) of the IRS and that nothing herein shall impose any obligations for NFTS that



are unrelated to its charitable purpose or that would subject any payments made to NFTS under this Agreement to tax as income from a business activity unrelated to said charitable purpose, including but not limited to endorsing any commercial product or entity, and (b) all activities associated with promoting the Third Party Event shall make clear to the public that use of the Marks is by permission and does not constitute endorsement.

12. Event Cancellation Policy. Applicant must notify NFTS immediately if the Third Party Event is to be postponed or canceled.

13. Financial Summary Submissions. Within thirty (30) days of the Third Party Event, Applicant must submit to NFTS a detailed financial summary of the Third Party Event which shall include a list of all revenues received and a detailed breakdown of all expenses. Expenses should be documented by written receipts. A template financial summary report can be found in the NFTS Grassroots Fundraising Online Toolkit. If there is still more money to be collected from the Third Party Event, Applicant shall continue to provide NFTS with written updates on a monthly basis until all funds are received and accounted for. Applicant should retain all receipts for documentation purposes

14. Event Revenue Submission. Applicant agrees that it will deliver net proceeds raised from the Third Party Event to NFTS within thirty (30) days of the Third Party Event's conclusion. Please make checks payable to No Foot Too Small and aml to No Foot Too Small at 1150 5<sup>th</sup> Street Suite 152 Coralville, IA 52241.