

Third Party Event/Fundraiser Policy

Thank you for your interest in holding a third-party event/fundraiser for Albie Aware. By submitting your third-party event/fundraiser application you agree to follow the guidelines herein in planning your event.

I. Term

The Term of this Agreement shall begin upon submission of Third-Party event/fundraiser application. The Term of this Agreement shall end when third-party event/fundraiser applicant has provided all items outlined in the financial compliance and communications sections.

II. Promotions and Planning

Your fundraiser/event must be promoted and conducted in a manner that avoids any statement or implication of an endorsement by Albie Aware or that Albie Aware is hosting the fundraiser/event. Publicity, invitations, press releases, website postings, social media promotions, brochures, promotional items and all other communications and materials for your event, may not imply that the event is hosted or co-hosted by Albie Aware or that Albie Aware is involved as anything other than as the beneficiary.

III. Background

The purpose of event is to harness money and resources to help Albie Aware meet its mission to provide life-saving breast cancer testing, prevention education, advocacy and compassionate support. Albie Aware provides comprehensive support and resources to individuals of all backgrounds.

IV. Liability

All community events must comply with all federal, state, and local laws governing charitable fundraising, raffles, gift reporting, and special events. The event organizer(s) is responsible for obtaining any necessary permits, licenses and clearances required by the government. The organizer(s) must also obtain appropriate insurance coverage, as necessary.

Albie Aware is not liable for any injuries or damages sustained by event volunteers or participants and does not assume any type of liability for your fundraiser/event. You agree that Albie Aware and its affiliates, subsidiaries, officers, agents, representatives, employees, and contractors are released and discharged from and against all and any costs, claims, damages, liabilities, attorney fees and expenses of any sort arising out of, or generally relating to your fundraiser/event, its planning or execution, including, but not limited to all promotion, set-up, staffing (including volunteers) or the collection and management of donations.

The third-party event/ fundraiser organizer shall furnish at its own discretion, selection and expense, the employees, agents, or subcontractors which are necessary to provide services for the event and shall be solely responsible for the direction and control of the employees, agents, and subcontractors for the third-party event/ fundraiser, if any, performing services including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, benefits, hours and working conditions, and the adjustment of their grievances.

The third-party event/ fundraiser organizer, employees, agents, or subcontractors shall receive no benefits from AA. The third-party event/ fundraiser organizer shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors based on the obligations of this agreement.

You agree to indemnify and hold Albie Aware its officers, directors, agents, and employees harmless from and against all losses, damages, costs, attorney's fees, expenses, and liabilities incurred in connection with, or with the defense of, any claim or action or proceeding arising out of or incurred in connection with your fundraiser/event.

You further agree that Albie Aware is not hosting, supervising nor sponsoring your fundraiser/event and will not indemnify or hold you harmless from and against all losses, damages, costs,

attorney's fees, expenses, and liabilities incurred in connection with, or with the defense of, any claim or action or proceeding arising out of or incurred connection with your fundraiser/ event.

V. Financial compliance

A donation solicited on behalf of Albie Aware is fully tax-deductible only when it is made directly and entirely to Albie Aware, it is the only agent who can verify that such a gift was made, and the nature of the gift, to the IRS. Donors wishing to receive a tax receipt should provide their donation via check or online directly to Albie Aware.

Unless your organization is a registered non-profit entity, donations made to it are not tax-deductible. Please do not promise any receipt to your donors as issuing an inappropriate receipt can place Albie Aware's charitable tax status in jeopardy.

Donations made directly to a third-party event can be used to cover the event's expenses but are not tax-deductible. The third-party organizers are responsible for covering event expenses and will not be reimbursed by Albie Aware. If you are paying for expenses, please deduct these from the funds raised prior to sending your donation check. Under no circumstances may an individual keep any portion of the proceeds as profit or compensation for organizing an event to benefit Albie Aware.

You must submit proceeds from the fundraiser/event to Albie Aware no more than 60 days after the fundraiser/event. Proceeds must be sent to: Albie Aware 1851 Heritage Ln #299 Sacramento, CA 95815

According to IRS regulations, for fundraisers/events that have an auction component, a list of auction items must include the fair market value. Albie Aware can only issue IRS-compliant tax receipts if the donor pays beyond the fair market value and if payment is made directly to Albie Aware. Because of our responsibility as the recipient of community assets, Albie Aware reserves the right to audit and inspect all event records if any questions are raised about your event.

VI. Communications

To ensure Albie Aware may appropriately thank all donors and volunteers you must collect the names, addresses, phone numbers and emails for each volunteer and donor and submit them to Albie Aware no later than 60 days after your fundraiser/ event. Albie Aware may communicate to all donors (including third-party event donors) through vehicles that include but are not limited to gift solicitations. Individual donors may voluntarily opt out of selective communications.

You grant Albie Aware a nonexclusive, perpetual, worldwide license to use your name, likeness, photographs, videos, story, layouts, data, reports, research, artwork, ad copy, promotional or other marketing materials or writings in whatever form, finished or unfinished, developed, prepared, or purchased, and other biographical information for any commercial and noncommercial purposes relating to promoting and supporting Albie Aware. Albie Aware is not obliged to compensate you for the use of your material, unless required by law.

The parties acknowledge and agree that all information [and data], which is exchanged or divulged pursuant to this agreement, is confidential, proprietary and trade secret information of Albie Aware and is required to be kept confidential by state statute. The parties agree to maintain in confidence all such data, information and reports as confidential, proprietary, and trade secret information and hereby agree not to use or disclose said data, information, and reports to any third party. This provision regarding proprietary confidential and trade secret information shall survive the expiration or termination of this Agreement.

VII. Termination by Albie Aware

Albie Aware may terminate this contract at any time for any reason by giving at least two (2) business days' written notice to third-party and fundraiser applicant.

VIII. Governing Law

This agreement shall be construed and governed pursuant to the laws of the State of California.

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