

FUNDRAISING EVENT AGREEMENT

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This Fundraising Event Agreement (this "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[ORGANIZATION LEGAL NAME], a [STATE] [nonprofit corporation / other entity type] with its principal place of business at [ORGANIZATION ADDRESS] (the "Organization"); and

[PARTNER LEGAL NAME], a [STATE] [ENTITY TYPE or individual] with its principal place of business or residence at [PARTNER ADDRESS] (the "Partner").

The Organization and the Partner are each a "Party" and together the "Parties."

Recitals. The Organization is conducting a charitable fundraising event known as [EVENT NAME] (the "Event") to be held on [EVENT DATE(S)] at [EVENT VENUE / ADDRESS] for the benefit of [CHARITABLE PURPOSE / PROGRAM]. The Partner wishes to participate in, host, sponsor, or provide services for the Event, and the Organization wishes to engage the Partner, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Event and Roles

1.1 Description of the Event. The Event is a charitable fundraiser whose net proceeds are dedicated to the [CHARITABLE PURPOSE]. The Organization is responsible for the overall charitable mission, messaging, and use of proceeds.

1.2 Role of the Partner. The Partner will serve as the Event's [SPONSOR / HOST / VENUE / VENDOR / PROFESSIONAL FUNDRAISER] and will perform the obligations described in Section 2 (the "Partner Responsibilities").

1.3 Role of the Organization. The Organization will perform the obligations described in Section 3 (the "Organization Responsibilities"), including oversight of the charitable solicitation and the application of net proceeds.

1.4 Independent parties. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship except the limited cooperation described here. Neither Party may bind the other except as expressly stated.

2. Partner Responsibilities

2.1 Deliverables and contributions. The Partner will provide the following in support of the Event: [describe sponsorship payment, in-kind goods, venue, catering, entertainment, professional fundraising services, or other support].

2.2 Timing. The Partner will deliver each contribution by the dates set out in Exhibit A (Contribution and Benefits Schedule) or, if no Exhibit is attached, no later than [NUMBER] days before the Event date.

2.3 Standard of performance. The Partner will perform all services with reasonable skill and care, in a professional manner, and in compliance with all laws, permits, and venue rules applicable to the Event.

2.4 Licenses and registrations. If the Partner acts as a professional fundraiser, commercial co-venturer, or paid solicitor, the Partner is responsible for obtaining and maintaining any registration or bond that local law requires for that role, and will provide proof on request.

2.5 No unauthorized solicitation. The Partner will not solicit donations, make charitable representations, or use the Organization's name or marks except as authorized in writing by the Organization under Section 5.

3. Organization Responsibilities

3.1 Charitable oversight. The Organization will direct the charitable purpose of the Event, supervise the solicitation of contributions, and apply net proceeds to the stated **[CHARITABLE PURPOSE]** consistent with its governing documents and applicable law.

3.2 Approvals and information. The Organization will provide the Partner with the approved Event name, charitable description, tax status information, and any disclosures the Partner must communicate to attendees or donors.

3.3 Permits the Organization controls. The Organization will obtain any charitable solicitation registration, raffle or gaming permit, or alcohol-service authorization that is the Organization's responsibility under **[describe allocation]**, and will cooperate with the Partner on shared permits.

3.4 Acknowledgment of contributions. The Organization will provide donors and the Partner with any contribution acknowledgment or receipt required by applicable tax law, including a description of goods or services provided in exchange.

4. Proceeds, Fees, and Expenses

4.1 Gross proceeds. "Gross Proceeds" means all funds raised through the Event, including ticket sales, sponsorships, auction and raffle proceeds, and donations attributable to the Event.

4.2 Allocation. Net Proceeds (Gross Proceeds less the approved expenses in **Exhibit B**) will be applied as follows: **[describe split or that 100% of net proceeds go to the Organization's charitable purpose]**.

4.3 Partner compensation. If the Partner is paid for services, the Organization will pay the Partner **[FLAT FEE / PERCENTAGE / RATE]** as set out in **Exhibit A**, payable within **[NUMBER]** days after the Event and the Partner's final invoice. If the Partner's support is donated, the Partner is entitled to no fee.

4.4 Expenses. Only expenses listed in **Exhibit B** or approved in writing in advance are reimbursable. Each Party bears its own other costs.

4.5 Accounting. The responsible Party for collecting funds will keep accurate records of Gross Proceeds and expenses and provide the other Party a written accounting within **[NUMBER]** days after the Event.

5. Name, Marks, and Publicity

5.1 License to use marks. Each Party grants the other a limited, non-exclusive, revocable, royalty-free license to use its name, logo, and marks solely to promote the Event during the term, subject to the owner's brand guidelines and prior written approval of each use.

5.2 Required disclosures. All promotional materials and solicitations will include any disclosure that applicable charitable-solicitation law requires, including the Organization's legal name and a statement of how proceeds

benefit the [CHARITABLE PURPOSE].

5.3 No implied endorsement. Neither Party may state or imply that the other endorses its products, services, or unrelated positions without separate written consent.

5.4 Survival of marks. On termination or expiration, each Party will promptly stop using the other's marks except for archival or legally required records.

6. Insurance, Risk, and Indemnification

6.1 Insurance. The Partner will maintain, and on request provide a certificate evidencing, commercial general liability insurance of at least [AMOUNT, e.g. \$1,000,000] per occurrence, and any liquor-liability or other coverage the Event reasonably requires.

6.2 Allocation of event risk. The Party that controls the venue, food service, or a specific Event activity is responsible for the safe conduct of that activity, subject to the venue's own rules.

6.3 Mutual indemnification. Each Party will defend, indemnify, and hold the other harmless from third-party claims arising from the indemnifying Party's negligence, willful misconduct, or breach of this Agreement, except to the extent the claim arises from the other Party's own negligence or misconduct.

6.4 Procedure. The indemnified Party will give prompt written notice of any claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement that imposes liability or an admission on the indemnified Party is valid without its written consent.

7. Term, Termination, and Cancellation

7.1 Term. This Agreement begins on the Effective Date and continues until the Parties complete their post-Event obligations, unless terminated earlier.

7.2 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

7.3 Cancellation of the Event. If the Event is canceled or materially postponed for any reason, the Parties will cooperate in good faith to reschedule or to refund or reallocate contributions consistent with applicable law and donor intent. Sponsorship funds will be [refunded / credited / applied as agreed].

7.4 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, venue unavailability, public-health orders, or government action, provided it gives prompt notice and uses reasonable efforts to mitigate.

7.5 Survival. Sections 4 (for accrued amounts), 5.4, 6, and 8 survive termination or expiration.

8. General Provisions

8.1 Compliance with law. Each Party will comply with all laws applicable to its role, including charitable-solicitation, tax, gaming, alcohol-service, data, and consumer-protection rules in the jurisdiction where the Event occurs.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld.

8.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ORGANIZATION	PARTNER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE or N/A]
Date: _____	Date: _____

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