

The Partnership at Drugfree.org

Third Party Agreement with

[ Organizer Name ]

INSTRUCTIONS FOR USING THIS AGREEMENT:

- Please replace all items highlighted in yellow with your own information and then remove the highlighting and these instructions.
- Save your completed version as follows: [Organizer Name]-Partnership Third Party Agreement.doc
- Return to us by email. THANK YOU!

Thank you for your interest in supporting The Partnership at Drugfree.org. The following spells out the relationship between The Partnership at Drugfree.org (The Partnership) a 501c3 not-for-profit organization and (Company Name or Individual's Name ) (Organizer), with regards to the operation of [event name(s) ] as a "Third Party" activity to benefit The Partnership.

The Partnership's continued credibility, trustworthiness and brand identity are critically important. The quality of the event and the reputation of the businesses, organizations and individuals conducting or involved with the event must also hold to a high standard of credibility and trustworthiness.

The purpose of "Third Party" agreements between businesses, organizations or individuals and The Partnership at Drugfree.org is:

- A. Raise awareness of the impact of substance abuse on families and also to celebrate healthy drug-free lifestyles.
- B. Create visibility, locally and nationally where possible, for the Organizer's and Partnership 's activities through business, organization and individual promotion of events.
- C. Raise charitable donations, with The Partnership at Drugfree.org as a primary beneficiary.

By signing This “Third Party” agreement Organizer agree to the following...

1. This Agreement does not create any joint venture, association, company or legal partnership between Organizer and The Partnership at Drugfree.org. The Partnership at Drugfree.org is only a beneficiary of the Organizer’s activity. It is intended that each of the parties are, and will remain, independent of the other and that neither party will have any right or authority to bind the other party in any fashion for any purpose.
2. Organizer agrees that a portion of the proceeds will be donated to The Partnership, and that the determination of the term “proceeds” will be jointly agreed to by the Organizer and The Partnership.
3. Organizer is solely responsible for all expenses and liabilities associated with the event/activity.
4. Organizer agrees to an "Open Book" policy in regard to fundraising activities and will provide an event plan and budget, to The Partnership, prior to the event.
5. Organizer will be responsible for notifying donors that a portion of the event proceeds will be donated to The Partnership.
6. Any use of The Partnership's name or logo, in any fashion, must be approved by The Partnership at Drugfree.org prior to its use.
7. The Partnership at Drugfree.org will not enter into any agreement with, or allow its name to be used in association with, a corporation, organization or individual when there is a potential conflict of interest with The Partnership at Drugfree.org programs and policies [i.e. Businesses in or related to the following industries: alcohol, tobacco, marijuana dispensaries, firearms, gambling, off-shore activities, pornography/adult-only (nightclubs, products, websites, etc.)]
8. We encourage all fundraising to be done for the exclusive benefit of The Partnership. Any variance must be approved by The Partnership at Drugfree.org in advance of the event.
9. A check for net proceeds should be made payable to: The Partnership at Drugfree.org; Payment should be made within 10 days of the event conclusion.

The following is the Organizer’s description of the Event:

- Name
- Explain how the Event works and how The Partnership at Drugfree.org would fit into it
- Estimated numbers of participants, costs and income
- How the donation will be calculated

- Timeframe for the event(s)
- Location(s)
- Intended use of The Partnership at Drugfree.org name and logo (on signs/banners or in print) and
- How Organizer would promote the event(s)

By signing this agreement, the Organizer shall save, keep harmless and defend The Partnership at Drugfree.org, it's Officers, Trustees, employees, agents, and representatives, successors and assigns (be they individuals or organizations) together with their insurers and sponsors (collectively, The Partnership at Drugfree.org) of and from any and all liability, claims, damages, actions and causes of action whatsoever, on account of any loss, damage or costs of whatever kind and nature, for injury to or death of any person or persons and/or for loss or damage to any property (State or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or performance of work in connection with Your Event and this agreement, and any acts or omissions of The Partnership at Drugfree.org, regardless of negligence.

Either party may terminate this agreement with written notification prior to the event.

Individual or Company Representative Name

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Partnership at Drugfree.org

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

I HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CORRESPONDENCE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT PLEASE CONTACT:

Andy Phillips

National Director, Corporate Relations

(212) 973-3528

Andrew\_Phillips@drugfree.org