



Third Party Fundraising Event Planning Guide and Agreement

Thank you for your interest in planning a fundraising event to benefit a program or service delivered by Northumberland County.

This Third Party Fundraising Event Planning Guide and Agreement has been designed to provide information to assist you in planning your event. Your decision to help our organization by hosting a fundraiser can have a very positive impact on our programs. This, in turn, will assist in fulfilling our Mission, Vision and Values as we serve the Northumberland community.

If you or your organization are considering planning an event to benefit a Northumberland County program or service, please take a moment to read over this Third Party Fundraising Event Planning Guide, including signing and submitting the agreement at the end.

We are grateful to you for your commitment to a strong and vibrant Northumberland. We look forward to speaking with you about how your ideas for an event can enhance supports for the community.

Kate Campbell
Director of Communications & Information Technology
555 Courthouse Road, Cobourg, ON K9A 5J6
905-372-3329 ext. 2335
campbellk@northumberland.ca

About Northumberland County

Our Mission

To be a best practices leader in county government and a collaborative partner with member municipalities and community partners.

Our Vision

To bring together people, partnerships, and possibilities for a strong and vibrant Northumberland.

Our Values

Northumberland County adheres to the following six sets of core values:

- Care and Support
- Honesty and Integrity
- Communication and Collaboration
- Accountability
- Innovation and Excellence
- Mutual Trust and Respect

Where to begin?

Each fundraising event is unique. It is important for organizers to engage County staff in a discussion at the outset of planning to first confirm any necessary commitments such as resources and branding.

As a municipal government, the County has many financial and legal requirements that we must adhere to, including receipting and reporting requirements by the Canada Revenue Agency (CRA), and privacy, information retention and management requirements under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Under most circumstances, it is best to plan for an event at least 2 months in advance and, in some situations, it may take 6 months to a year for all of the pieces to fall into place. Therefore, early communication is very important to ensure a successful event.

While we appreciate each individual and organization's intent to support County programming, on occasion an event may conflict with another event already planned, or not align with the Mission, Vision and Values of our organization. In such cases, the County may decline to move forward.

These are some of the criteria we will consider when evaluating proposed events:

- Does the event support the County's Mission, Vision, and Values?
- For which program/service delivered by the County is the event intending to raise funds?
- Does the event have a realistic budget, timeline, and plan?
- What are estimated proceeds from the event?
- Who will chair the event?
- Who will make up the organizing committee?
- Does the event honour an individual or mark a special occasion?

It is important to be aware that Northumberland County cannot advance funds, provide donor/staff lists, or solicit sponsorship revenue for Third Party Fundraising events.

Our team's ability to provide support for your event is limited by staff availability. We state this information in advance so that there are no disappointments or misunderstandings with regards to our ability to participate in and support your fundraising event. The use of the County logo or name in promotional materials will require authorization from the Northumberland County Communications Department prior to usage in any promotional material. This includes tickets, posters and other such items.

Once again, thank you for your interest in planning an event or program to benefit the County of Northumberland. We appreciate your support.

Northumberland County Duties for Responsible Fundraising

Northumberland County has a responsibility to ensure that the organization's name, including logos and other branding, is used correctly. As well, as a municipal government, we must ensure that funds are being handled and accounted for in a responsible manner.

- All fundraising events require written permission from Northumberland County in advance. Please do not make any public announcements or promote the event until you have received written approval of your Event Application Form.
- As stated, fundraising events must comply with all relevant provincial and federal laws as well as local municipal by-laws.

Event Timing

Northumberland County is involved in many events in the community. It will be important for us to consider the timing of your proposed event in relation to other events and commitments scheduled. To ensure a successful event, it is also important to make sure other organizations' fundraising events are not planned for the same time.

County representatives will wish to discuss and review the timing of your event and whether any internal or external conflicts are known. This is to ensure that there will be sufficient time between events to maximize support, enthusiasm and attendance for your event.

Event Promotion & Logo Usage

Northumberland County must review all promotional materials (including press releases, public service announcements, scripts, posters, tickets, brochures, etc.) before they are distributed. We encourage you to promote your event through local media, posters, flyers and/or social media. We can also assist in this endeavor through our website and social media.

The Northumberland County logo or any associated logo or branding may not be reproduced without permission.

Event Language

Any promotional materials must expressly state that your event is raising funds to benefit the specified County program or service.

Financial Guidelines

- Event expenses should be managed to ensure they are no more than 49% of the total amount raised and ideally, should be below 30%.
- If event expenses should exceed the funds raised, the group conducting the event is responsible for payment of these additional expenses. It is important to note that receiptable donations cannot be used to offset expenses.
- Within 30 days after the event, we look forward to the opportunity to arrange a formal presentation of a cheque made payable to Northumberland County, while celebrating the success of your event! Typically, there will be a formal media release issued by the County.

Budget Suggestions: Before moving forward with your event, a budget should be determined. Begin by establishing an attainable objective. Be conservative when estimating revenue (including paid attendance at the event) and expect expenses to be greater than your estimate.

Sponsorship

- Northumberland County cannot solicit sponsors for your fundraising event and cannot provide any donor contact information. However, as time and opportunity permits, we may be able to promote your event through our corporate channels, such as social media and our website.

Gift -In-Kind

- Gift-In-kind is defined as non-monetary contribution of property or non-remunerated services given to the County voluntarily toward an event, project, program, or corporate asset as a philanthropic act.

Tax Receipts

- In order to issue tax receipts to donors in a timely and accurate manner, we require a type-written list of information within 30 days of the event, including:
 - The amount of the donation and the date it was received
 - A brief description of any advantage given to the donor (for instance, recognition as a sponsor or promotion of a business)
 - The donor's name (including middle initial, if any), phone number, email address if they have one, and mailing address.
- The Canada Revenue Agency requires adequate evidence of the fair market value of any eligible gift-in-kind. It is the donor's responsibility to provide this information, subject to the County's review. The Department benefiting from

the gift is responsible for obtaining this information to facilitate the issuance of a tax receipt.

Getting Sponsorship Support for Your Event:

- When you are asking for a donation for your event, whether for cash or a gift in-kind, please remember that there are many other community groups organizing events that they may have given to, and consequently you may need to approach more people than you initially considered.
- As well, Northumberland County may specifically ask you NOT to solicit certain organizations including those outlined in the County's [Donation Policy](#).

Liability, Changes & Cancellation

Liability:

- You and/or your organization agree to indemnify and hold harmless Northumberland County, its Officers, Directors, and Employees from any and all claims and liabilities in any way related to the event.
- You and/or your organization acknowledge that you are not legal partners, agents or representatives of Northumberland County.
- Fundraising events and programs must comply with all relevant provincial and federal laws, including liquor licensing and appropriate raffle licenses, and municipal by-laws.
- Event organizers must discuss liability insurance coverage and waivers with the County of Northumberland prior to signing the Agreement.

Changes:

Once the Fundraising Agreement has been signed, you must immediately advise Northumberland County of any changes in your fundraising event.

Cancellation:

There may be times when a fundraising event must be cancelled due to weather, low registration or other unforeseen circumstances. If any of these concerns are identified, it is very important that communication occur immediately to ensure appropriate steps are taken to notify anyone who may have purchased tickets or made other commitments to the event.

How Northumberland County Can Work with You to Ensure Your Event Is a Success

- Acknowledge your direct contributions to the designated County program/service.
- Approve the use of our name and/or logos.
- Provide a letter of support to validate the authenticity of the event and its organizers.
- Acknowledge your event by publishing the details, such as event name, event description, locations, and contact information through our regular communications.

Ready to start?

- Read and understand this guide and the County's [Donation Policy](#).
- Establish goals that are realistic and measurable.
- Plan a budget. Identify sources of income and all expenses.
- Identify your audience/people who you think will be interested in attending.
- Contact the County's Director of Communications to arrange a meeting to discuss your ideas.
- Submit the Third Party Fundraising Event Agreement. We may request further information before you proceed.
- Until you have received approval of your event from the County, the name of Northumberland County cannot be used for any related purpose, and contributions cannot be solicited.

Upon approval:

- Establish a timeline and remember, many hands make light work, but someone should be responsible for the overall leadership of the event and communication with Northumberland County.
- Draft promotional materials (may include sponsorship acknowledgement).
- Prepare a media release.
- Secure approval from the County for promotional materials and media release.
- Gather sponsorship interest.
- Have a great event!

Host and wrap-up the event:

- Collect funds. If you require the County to issue tax receipts, collect all necessary related donor information.
- Submit proceeds to the County.
- All funds should be gathered and forwarded to us within 30 days of the conclusion of the event. The list of event donors and their information must also be included. As noted, the County would be pleased to arrange for a formal presentation of funds.

Thank you again for your interest in planning an event in support of a community

program or service delivered by the County. You and your organization's initiative to provide this support will make a difference in our community!



NORTHUMBERLAND COUNTY
THIRD PARTY FUNDRAISING EVENT AGREEMENT
BETWEEN

(Hereinafter the “Event Organizer”)

-and-

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND

(Hereinafter “Northumberland County” or “the County”)

WHEREAS the Event Organizer wishes to hold a fundraising event described in a third party fundraising event application form submitted by the Event Organizer and attached hereto as Schedule “A” (the “Event”) in order to fundraise on behalf of the County;

AND WHEREAS Northumberland County has given written approval of the Event, subject to certain conditions, in a written approval attached hereto as Schedule “B”;

NOW, THEREFORE in consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Event Organizer agrees that Northumberland County shall incur no legal or financial liability associated with the Event. The Event Organizer Agrees to bear all costs associated with the Event, subject to the right to offset these costs with the proceeds from the Event. If the proceeds of the Event do not exceed the costs, Northumberland County shall have no liability for any excess costs.
2. The Event Organizer agrees to indemnify and hold harmless Northumberland County, its Officers, Councilors, Agents and Employees from any and all claims and liabilities in any way related to the Event, including any costs of defending such claims, actions etc., save and except where such claims, actions etc. arise solely out of the negligence or willful act or omission of the County, its Officers, Councilors, Agents or Employees, except where such acts or omissions are explicitly permitted

under this Agreement. The Event Organizer further agrees that it is solely responsible for ensuring adequate insurance coverage for the Event.

3. The Event Organizer acknowledges and agrees that it is solely responsible for ensuring that the Event complies with any and all applicable Federal and Provincial Laws and Municipal By-laws.
4. The Event Organizer agrees to provide sufficient staffing and/or volunteers for the Event. The County may make its staff and councilors available for the Event at its sole discretion, subject to availability.
5. The Event Organizer agrees that net proceeds from the Event, being the total amount expressed in Canadian dollars raised by the event, less the reasonable costs of the Event (hereinafter the “Proceeds”) will be directed to Northumberland County (funds to be discussed prior to event). The Event Organizer acknowledges that if the costs of the event exceed the amount raised, Northumberland County will not be liable or responsible for any such excess costs of the Event.
6. The Event Organizer acknowledges and agrees that any Proceeds from the Event directed to Northumberland County pursuant to this agreement shall become the sole property of Northumberland County, and not subject to any express or implied trust or other beneficial arrangement. Notwithstanding the foregoing, where the Event Organizer has identified or designated particular programs or initiatives of the County to which they would like such proceeds applied, the County hereby agrees to make reasonable efforts to ensure that the proceeds are applied to those programs or initiatives, subject to approval by the Council for the County or that Council’s authorized delegate. Recognition of the Event Organizer or individual donations may be made by Northumberland County in accordance with the policies adopted by its Council, from time to time.
7. The Event Organizer agrees to provide all related financial reports for the Event, including a Donations Records Report which includes the information set out in Schedule “C”, below, to Northumberland County within 30 days of the Event. County auditors may request verification of revenue and expenses from events that take place on its behalf.
8. The Event Organizer agrees to ensure that all donors have consented to the collection of their personal information by the Event Organizer on behalf of the County, by ensuring that they have read, understood and executed the consent form provided in Schedule “D”, below.
9. Should Northumberland County have serious concerns about the way the Event is being implemented and such concerns are not immediately addressed, Northumberland County may cancel this agreement by providing 24 hours’ notice to the Event Organizer (hereinafter “Notice of Cancellation”). The Event Organizer hereby agrees that if Notice of Cancellation is received prior to the event, the Event Organizer will take all reasonable steps to cancel the Event. The Event Organizer further agrees that Northumberland County shall not be responsible for financial or other damages that may result from such cancellation.

10. The Event Organizer agrees to provide all promotional materials to Northumberland County for review and approval, and not issue such materials until such approval is received. The County hereby agrees that approval shall be provided as expeditiously as practical, and will not be unreasonably withheld.
11. The Event Organizer shall immediately notify Northumberland County of any substantial changes to the Event, or any cancellation of the Event. The Event Organizer hereby agrees that Northumberland County is not responsible for any damages that may result from changes to the Event or from the cancellation of the Event for any reason whatsoever, regardless of whether the County had prior knowledge of such change or cancellation.
12. The Event Organizer acknowledges that Northumberland County cannot solicit sponsors for the Event and cannot provide any donor contact information.
13. Northumberland County will make commercially reasonable efforts to promote the Event through its social media channels and public websites. Should the Event Organizer wish to use Northumberland County's logo or branding in materials promoting the event, it shall first obtain the written permission of Northumberland County, which permission shall not be unreasonably withheld. The Event Organizer hereby agrees to provide Northumberland County with required licenses or permissions required to effectively promote the Event (such as business trademarks of sponsors, organizers, or other intellectual property rights).
14. Where notice or information is authorized or required to be given under this agreement, it may be provided as follows:

To the County:

Kate Campbell
Director of Communications & Information Technology
Northumberland County
555 Courthouse Road, Cobourg, ON K9A 5J6
905-372-3329 ext. 2335
campbellk@northumberland.ca

To the Event Organizer:

Contact Name:

Address:

Phone:

Email:

Any notices required or permitted under this Agreement sent by email shall be deemed received when they are sent, and notices by mail deemed received on the day that is three days after they are sent, except that where notice is directed to Northumberland County, where notice is sent by email after 4:00pm local time in the Town of Cobourg or would be deemed received on a day that

Northumberland County's offices are not normally open, such notice shall be deemed received at 9:00am on the next day which Northumberland County's offices are normally open.

15. The Event Organizer acknowledges that they have reviewed the Third Party Fundraising Event Planning Guide and Agreement (the "Guide") and the [Donation Policy](#) provided by the County, and agrees to honour the direction of Northumberland County as per the Guide.
16. The Event Organizer acknowledges and agrees that nothing in this Agreement is intended to fetter, nor shall it be construed or interpreted as to fetter, any discretion or authority of the Council for the County which authorized this Agreement on behalf of the County or any successor Council thereto. Without limiting the forgoing, the Event Organizer acknowledges that they will not receive any special planning, building, or financial consideration by virtue of having entered into this Agreement or by virtue of the existence of this Agreement.
17. Any provisions of this Agreement which are, by their terms, intended to survive the termination of this Agreement, including but not limited to clauses 1, 2, 3, 12, and 19 shall survive any termination of this Agreement. Northumberland County's right to audit financial statements and records shall survive a further period of twenty-four (24) months after the termination of this Agreement.
18. Subject to section 17 above, this Agreement shall terminate the earlier of the date when the Event has occurred and all payments of Proceeds have been made and reports provided pursuant to sections 5, 6, and 7 of this Agreement. Notwithstanding the foregoing, the County may terminate this Agreement for any reason on twenty-four (24) hours written notice to the Event Organizer.
19. If this Agreement terminates prior to the Event or prior to the payment of Proceeds in accordance with sections 5, 6, and 7 of this Agreement, the Event Organizer agrees to ensure that any Proceeds collected prior to termination are paid to Northumberland County in accordance with Sections 5, 6, and 7 of this Agreement, refunded to donors, or applied to a different charitable purpose agreeable to Northumberland County. For greater certainty, nothing in this Agreement requires Northumberland County to accept the Proceeds or any part of them.
20. The parties acknowledge and agree that nothing in this Agreement or any cooperation with respect to the event is intended to create, nor shall it have the effect of creating, any legal partnership, joint venture, or similar legal relationship between the parties. The Event Organizer agrees that they are not, and shall not act as, an Agent of Northumberland County for any purpose.
21. This Agreement shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein.
22. The Schedules to this Agreement form part of this Agreement.
23. This Agreement may be executed in any number of counterparts, each of which

shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals at Cobourg, as of the date first set out above.

**THE CORPORATION OF THE COUNTY OF
NORTHUMBERLAND**

Per: Jennifer Moore, CAO

I have authority to bind the corporation

<INSERT NAME OF EVENT ORGANIZER>

Per:

Title:

Per:

Title:

I/We have authority to bind the corporation

SCHEDULE "A"
EVENT APPLICATION FORM

Third Party Fundraising Event Application Form

Please complete the event application below in preparation for your meeting with the County, as indicated, below:

Contact Information

Contact Name: _____

Organization: _____

Phone Number: _____ day _____ evening

Email Address: _____

Mailing Address: _____

City/Town

Postal Code

Event Details:

Name of proposed event: _____

Date(s): _____

Event Location: _____

Address of Location: _____

Description of event: _____

How will funds be raised e.g. ticket sales, auction, raffles, pledges, etc?

Cost per person, if applicable: _____

Will you be seeking sponsoships? Yes No

If yes, who are you seeking sponsorship from? (Attach list, if needed)

Proposed Budget

All costs will be paid from the proceeds or directly by the event organizer. Please list all event costs even if you expect them to be donated.

COST

| | |
|--|----------|
| Location/Venue | \$ _____ |
| Food/Beverage..... | \$ _____ |
| Printing (tickets, posters, etc.)..... | \$ _____ |
| Advertising..... | \$ _____ |
| Prizes..... | \$ _____ |
| Other (please specify)..... | \$ _____ |
| Other..... | \$ _____ |
| Other..... | \$ _____ |

ANTICIPATED PROCEEDS

| | |
|---|----------|
| Ticket Sales | \$ _____ |
| Auction Proceeds | \$ _____ |
| Donations | \$ _____ |
| Sponsorship | \$ _____ |
| Sub-total | \$ _____ |
| Gift in Kind | \$ _____ |
| Total Costs | \$ _____ |
| (=) Net Donation to Northumberland County | \$ _____ |

Planning:

How to you plan to promote the event?

- | | | | |
|---|---|--|----------------------------------|
| <input type="checkbox"/> Brochures/flyers | <input type="checkbox"/> Newsletters | <input type="checkbox"/> Print advertising | <input type="checkbox"/> Posters |
| <input type="checkbox"/> Radio | <input type="checkbox"/> Personal network | <input type="checkbox"/> Social Media | |
| <input type="checkbox"/> Other, please specify: _____ | | | |

Will alcohol be served? _____

If yes, who will be obtaining liquor license? _____

Will there be donated wine/liquor? _____

Does the organization have third party liability insurance? Please provide details:

Will you need Northumberland County's support with donation receipting? _____

Would you like to have a formal presentation of funds after the event? Yes No

SCHEDULE "B"
WRITTEN APPROVAL

To the Event Organizer:

Contact Name:

Address:

Phone:

Email:

Dear (Contact name),

On behalf of Northumberland County, we are pleased to formally approve (organization name) to host (event name) in support of (specific program/service) on (event date) at (event location).

This approval is subject to the conditions and requirements outlined in the County's [Donation Policy](#), Third Party Fundraising Event Planning Guide and any applicable Agreement(s).

The undersigned hereby confirms on behalf of (organization name) that it is understood that this approval remains contingent upon full compliance with the aforementioned conditions and that all of the information set out in the approved event application form is true and correct. Kindly sign and return a copy of this letter no later than (response deadline) to confirm (organization name)'s acceptance of these terms.

For any questions or further clarification, please contact Kate Campbell, Director of Communications and Information Technology at campbellk@northumberland.ca or call 905-372-3329 ext. 2335.

We appreciate your organization's commitment to support Northumberland County and its initiatives, and we look forward to a successful event.

Sincerely,

Kate Campbell

Director of Communications & Information Technology

Name:

Title:

I have authority to bind (organization name)

**SCHEDULE “C”
DONATION RECORDS REPORT**



Northumberland County Donation Form

Please Note: Charitable donation receipts will be issued for offline pledges of \$25 and above when a complete and legible mailing address is provided.

Personal information on this form, such as name, address, telephone number and email address, will be used primarily for the purposes of tracking donations made in person and issuing receipts. The County of Northumberland does not buy, sell or trade donor information. Personal information, as defined by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) is collected by the County of Northumberland under the authority of the Municipal Act, 2001, and in accordance with the provisions of MFIPPA. If you have questions about the collection, use or disclosure of personal information, please contact the office of the Clerk by calling 905-372-3329 ext. 2238 or by email at Clerk@northumberland.ca.

Fundraiser information (please print clearly)

Name: _____ Email: _____
Address: _____ Phone: _____

Please make cheques payable to Northumberland County

| Sal. | First Name, Middle Initial and Last Name | Mailing Address | City | Province /Territory | P.C. | Phone Number | Amount Pledged | Paid Y/N | Office use only |
|------|--|----------------------|---------|---------------------|---------|--------------|----------------|----------|-----------------|
| Mr. | John M. Smith | 505-123 Main Street. | Cobourg | ON | L1A 4E9 | 905-456-789 | \$50.00 | Y | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Total this page: \$ _____

Thank you for your donation.

SCHEDULE “D”

CONSENT TO COLLECTION OF PERSONAL INFORMATION

As a qualified donee under the *Income Tax Act* (Canada), the Corporation of the County of Northumberland is authorized to issue charitable donation receipts for income tax purposes and is required to keep records of donations. The collection of personal information is authorized under subsection 28(2) of the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) as necessary to the proper administration of these activities. Personal information provided will be used for the administration and record keeping related to donations and the issuance of charitable receipts in accordance with the County’s policies and practices.

Information on the County of Northumberland’s Privacy Policy can be found at www.northumberland.ca/en/privacy-policy.aspx. If you have any questions about the collection of personal information by the County of Northumberland, you may contact the office of the Clerk at 905-372-3329 ext. 2238, or Toll-Free 1-800-354-7050 ext. 2238 or by mail or in-person at Northumberland County Headquarters, 555 Courthouse Road, Cobourg, ON K9A 5J6.

By your signature below, you confirm your consent to the collection of personal information by <**Name of Third Party Fundraising Organization**> and authorize them to share personal information so collected with the Corporation of the County of Northumberland for the purposes set out above.

First and Last Name

Date

Organization (if applicable)

Address

City

Province

Postal Code

Phone Number

Email Address

Total Amount Paid

Method (cheques payable to Northumberland County)

Print Name

Signature