



BENEFITING THE



CHARITABLE FOUNDATION

# Wentworth-Douglas Hospital Foundation

## Third Party Event Agreement

WENTWORTH-DOUGLASS HOSPITAL FOUNDATION requires that any persons and organizations ("Event Organizing Group"), acting on their own behalf, who wish to engage in fundraising activities to benefit WENTWORTH-DOUGLASS HOSPITAL FOUNDATION agree and adhere to the following terms and conditions:

1. WENTWORTH-DOUGLASS HOSPITAL FOUNDATION staff will review all proposals for individual fundraising events submitted by an Event Organizing Group and will notify the Event Organizing Group by email whether the event has been approved. WENTWORTH-DOUGLASS HOSPITAL staff will review all fundraising page requests from an Event Organizing Group through the Crowdrise Community Fundraising Program. The Event Organizing Group will receive an email from WENTWORTH-DOUGLASS HOSPITAL FOUNDATION staff within 5 business days of submission. Please note that an Event Organizing Group may not use "WENTWORTH-DOUGLASS HOSPITAL FOUNDATION" in the event name but is welcome to use the *Helping with Heart* logo.
2. Subject to notification of approval by WENTWORTH-DOUGLASS HOSPITAL FOUNDATION of an Event Organizing Group's proposal for an individual fundraising event, WENTWORTH-DOUGLASS HOSPITAL FOUNDATION hereby grants the Event Organizing Group a limited, non-exclusive right to use the "Helping with Heart Benefiting WENTWORTH-DOUGLASS HOSPITAL®" logo in promotional materials related to the fundraising event. WENTWORTH-DOUGLASS HOSPITAL FOUNDATION reserves the right to refuse or withdraw the use of WENTWORTH-DOUGLASS HOSPITAL FOUNDATION name or marks by an Event Organizing Group at any time.
3. WENTWORTH-DOUGLASS HOSPITAL FOUNDATION will receive the event contribution from the Event Organizing Group within 30 days of the completion of the fundraising event.
4. WENTWORTH-DOUGLASS HOSPITAL FOUNDATION abides by the standards set by the Council of Better Business Bureaus. All collateral materials relating to the fundraising

event must meet the following standards: (a) state that WENTWORTH-DOUGLASS HOSPITAL FOUNDATION is the benefiting organization; (b) state that more information about WENTWORTH-DOUGLASS HOSPITAL FOUNDATION may be found by visiting the website at [www.wdhospital.org/foundation](http://www.wdhospital.org/foundation) or by calling WENTWORTH-DOUGLASS HOSPITAL FOUNDATION at 603-740-3292 ; and (c) state the actual or anticipated percent or portion of sales, admission price or other proceeds that will benefit WENTWORTH-DOUGLASS HOSPITAL FOUNDATION.

5. The Event Organizing Group represents and warrants that it shall pay all expenses for the proposed fundraising event. Furthermore, if any donations for the fundraising event are being utilized to offset expenses, then checks, credit cards, or money orders MUST be payable to the Event Organizing Group and will not be considered tax-deductible unless the Event Organizing Group is a non-profit and has received tax-exempt status as a 501(c)3 organization under the Internal Revenue Code.
6. The Event Organizing Group shall indemnify and hold harmless WENTWORTH-DOUGLASS HOSPITAL FOUNDATION, its related entities, trustees, employees, students, volunteers, directors, independent contractors, legal representatives or agents from all claims, loss, damage, injury, liability, costs and expenses of whatsoever kind or nature caused by, arising out of, or occurring in connection with a fundraising event, including, but not limited to any act or omission to act as the Event Organizing Group. WENTWORTH-DOUGLASS HOSPITAL FOUNDATION insurance will not cover any event held by the Event Organizing Group.
7. The Event Organizing Group has the right to designate funds to support any service area within Wentworth-Douglass Hospital. If not specified, donations will be designated to the Wentworth-Douglass Hospital Annual Fund.
8. Nothing in this Agreement creates a joint venture, partnership, principal-agent, employer-employee or similar relationship between WENTWORTH-DOUGLASS HOSPITAL FOUNDATION and the Event Organizing Group, or any members of the Event Organizing Group. Anyone wishing to enter into such an agreement with WENTWORTH-DOUGLASS HOSPITAL FOUNDATION, to include branding an event or item as WENTWORTH-DOUGLASS HOSPITAL FOUNDATION or WENTWORTH-DOUGLASS shall enter into formal negotiations by contacting the Development Office at 603-740-3292.
9. This Agreement is binding upon and inures to the benefit of each of the parties hereto and their successors and assigns; provided, however, neither party may assign or transfer (including, without limitation, by operation of law) this Agreement, including

the rights and obligation hereunder, without prior written consent of the other party, and any such attempted assignment or transfer shall be null and void.

10. An Event Organizing Group conducting any fundraising activities for WENTWORTH-DOUGLASS HOSPITAL FOUNDATION must secure from any persons, groups, or businesses participating in physical activities as a part of a fundraising event a signed Agreement and Release of Liability which shall include the following provisions:
- a. "In consideration for being permitted to participate in this event, I agree to assume all risks and to release, hold harmless, and covenant not to sue WENTWORTH-DOUGLASS HOSPITAL FOUNDATION, and any designated beneficiaries, sponsors, officials, participating clubs, communities, organizations, friends of the event, and all other government or public entities ("Releasees") for any claim, loss or liability that I may have arising out of my participation in the event, including bodily injury, death or property damage whether caused by the negligence or carelessness on the part of any of the Releasees or otherwise, including, but not limited to, dangerous or defective property or equipment owned, maintained or controlled by any of them.
  - b. I understand and agree that this Agreement and Release of Liability is binding on my heirs, assigns and legal representatives.
  - c. I have carefully read this Agreement and Release of Liability and fully understand its contents. I am aware that by signing this Agreement and Release of Liability, I am waiving legal rights and discharging the Releasees from any claims, losses or liabilities described herein, and knowing this, I sign it of my own free will."

Event Organizing Group:

Print Name: \_\_\_\_\_

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

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

Wentworth-Douglass Foundation:

Print Name: \_\_\_\_\_

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

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