

## **Third-Party Fundraiser Application and Agreement**

Mercy For Animals (MFA) is exceedingly grateful to those interested in contributing to our life-changing work on behalf of farmed animals. Without supporters like you, we could not continue our programs to inspire compassion and end cruelty.

We recognize that fundraising is hard work, and we want your event to be successful. If you are interested in hosting a fundraiser, please carefully review the guidelines below and submit this third-party fundraiser application and agreement, completed and signed, to MFA.

We are excited to learn more about your fundraising proposal!

**PLEASE NOTE:** Cause-related marketing or co-venture arrangements, which are promotions by which MFA receives a portion of or all proceeds from the sale of a product or service, may trigger legal requirements. Accordingly, MFA will provide additional guidelines if your proposal is of this type and approved by MFA.

### **GUIDELINES**

#### **General**

Fundraising challenges or other activities described on our [fundraising web page](#) do not require additional MFA approval; however, any other type of fundraiser or event to benefit MFA must be approved in advance by MFA in writing. MFA reserves the right to decline any fundraising proposal. MFA assumes no legal or financial liability associated with a third-party event or fundraiser.

Generally, MFA will not authorize events or activities that

- include the use or sale of any animal products;
- do not support the mission and values of MFA;
- might conflict with a current MFA campaign;
- would require MFA to sell tickets or solicit sponsorship support; and/or
- would involve MFA in the endorsement of or opposition to a political party, political candidate, or potential political candidate.

Due to limited resources, MFA staff and volunteers are unable to assist in planning, managing, and executing your fundraiser.

MFA will not provide its tax ID number to you, and you cannot use MFA's 501(c)(3) status to apply for funding.

If you would like to request an MFA speaker or representative at the fundraiser, do so at the time of application. We cannot guarantee that an MFA spokesperson will be able to attend or participate.

MFA will not provide contact information for donors, volunteers, staff, or employees for fundraising purposes.

#### **Expenses/Contributions/Funds Raised**

Funds raised will be used by MFA where needed most without restriction or, with MFA's written approval, designated for support of an established MFA program.

The fundraiser or event must be 100 percent underwritten by you or an identified sponsor(s). You are responsible for covering all expenses. MFA will not incur costs and will not reimburse you if you do not meet your goals.

Fundraising costs may be deducted from the funds raised before you send the donation to MFA. You must clearly state on all event and promotional materials the percentage of the ticket price or percentage of revenue to be donated to MFA. (**Example: "Ninety percent of your donation will go to MFA."**)

All donation checks shall be made payable to Mercy For Animals and mailed within 30 days to Mercy For Animals, Development Department, 8033 Sunset Blvd., Ste 864, Los Angeles, CA 90046.

Donation checks cannot include any exchange of products or services. A donation solicited on behalf of MFA, whether cash or an item, is fully tax-deductible only when it is made directly and entirely to MFA. Such donations will be receipted by MFA if you provide the donor's name and address.

You shall not retain any portion of fundraising proceeds as personal profit or compensation. No fees, commissions, or salaries may be retained from event proceeds by you, your organization, or your organization's members.

### **Permits/Liabilities**

You are fully responsible for obtaining all legally required permits (including, but not limited to, liquor permits), licenses, insurance coverage, and security services. Please note that raffles, drawings, and other games of chance are governed by a variety of federal, state, and local laws, which may include registration, reporting, and other requirements. If your proposed fundraising includes a raffle, drawing, or other game of chance, you must have written approval from MFA to host such a game, and Mercy For Animals reserves the right to reject a request to host a game of chance.

You are responsible for paying any federal, state, or local taxes pertaining to the fundraiser.

### **Communications**

You are responsible for marketing and promoting the fundraiser, including media relations, press releases, social media postings, posters, flyers, and advertising.

Any such marketing and promotion may not suggest that the fundraiser is sponsored, co-sponsored, or produced by MFA. Marketing and promotional materials that use MFA's name should incorporate the following statement: "Proceeds to benefit Mercy For Animals." As noted above, if anything less than the full proceeds will be given to MFA, this must be stated in your materials.

You may not use copyrighted information, logos, or photos of MFA without the express written consent of MFA.

MFA reserves the right to review and approve in advance of publication any marketing materials that mention MFA by name or use MFA's logo, photos, or other copyright or branding.

MFA reserves the right to approve fundraiser logos prior to their use.

### **Compliance with Laws**

If the fundraiser is approved, you understand, acknowledge, and agree that you are solely responsible for complying with any and all applicable laws and regulations.

## APPLICATION AND AGREEMENT

Name of Fundraiser Organizer:  
  
\_\_\_\_\_Please check one:  Corporation  Nonprofit  Individual Other: \_\_\_\_\_

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

Address: \_\_\_\_\_  
  
\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Proposed Date(s) of Event: \_\_\_\_\_ Time(s): \_\_\_\_\_

Location: \_\_\_\_\_

Fundraiser Description (include ticket price or other entrance costs, if any):  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_Do you plan to use MFA's name and/or logo at event and/or on event materials?  Yes  No

If yes, please describe or attach materials. \_\_\_\_\_

Is this event a co-venture arrangement whereby the event is (or includes) the donation of revenue from the sale of products or services of a for-profit business (e.g., 25% of sales of a certain product will be donated to MFA, or 20% of proceeds from a restaurant for a night will be donated to MFA).  Yes\*  No *\*If yes, MFA will need additional information and require additional procedures.*Will there be any raffles, drawings, or other contests and/or auction of items at the event?  Yes No

If yes, please describe. \_\_\_\_\_

Estimated amount to be raised from the event: \_\_\_\_\_



8033 Sunset Blvd, Ste 864  
Los Angeles, CA 90046

866-632-6446  
[MercyForAnimals.org](http://MercyForAnimals.org)

Any additional information that you would like to provide: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I HEREBY EXPLICITLY ACKNOWLEDGE AND AGREE THAT MERCY FOR ANIMALS WILL NOT BE LIABLE FOR ANY INJURIES OR LOSSES SUSTAINED BY FUNDRAISER COORDINATORS, VOLUNTEERS, PARTICIPANTS, OR ANY OTHER THIRD PARTIES RELATING IN ANY WAY TO FUNDRAISING ACTIVITY ON BEHALF OF MERCY FOR ANIMALS.

I have read, understand, and agree to adhere to the guidelines detailed in this third-party fundraiser application and agreement.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Contact #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Event/Business Name: \_\_\_\_\_

MFA Approver: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_