



## COMMUNITY EVENT TERMS AND CONDITIONS

The Community Event Proposal Form (the "Form") must be completed, signed, and returned to the Roswell Park Alliance Foundation for approval prior to hosting an event to benefit Roswell Park Comprehensive Cancer Center. All fields in the Form must be completed prior to submission.

## FUNDRAISING GUIDELINES

Thank you for your interest in raising funds and awareness for Roswell Park Comprehensive Cancer Center. Anyone who intends to promote and/or host an event to benefit RPCCC must adhere to the following guidelines:

1. Before anyone uses the RPCCC, Alliance Foundation, and/or Team Roswell name(s) and/or logo(s), written approval from RPCCC's and/or the Alliance's executive board(s), as applicable, must first be obtained by each such person/entity. Any usage of the RPCCC, Alliance Foundation, and/or Team Roswell name(s) and/or logo(s) must comply with the RPCCC graphic standards and is subject to approval by RPCCC and/or the Alliance, as applicable.
2. As RPCCC has corporate relationships established with many local businesses, before soliciting businesses and/or individuals for sponsorship, you must first contact a Team Roswell coordinator with a list of business and/or individuals that you wish to approach to not jeopardize RPCCC's relationships with such businesses. (See the "Team Roswell Coordinators" section of this Form for a listing of Team Roswell coordinators).
3. RPCCC and the Alliance cannot ensure staff and/or patient ambassador representation at an event. Determination for representation by RPCCC and/or Alliance staff and/or patient ambassadors will depend on availability at the time of the event.
4. Net proceeds from the event which are to be donated to RPCCC must be sent to the follow address no later than four (4) weeks immediately following the date of the event, unless you have established a different timeframe with a Team Roswell coordinator:  
Roswell Park Alliance Foundation  
Attention: Team Roswell  
Elm and Carlton Streets  
Buffalo, NY 14263
5. If, for any reason, event plans change, you must notify a Team Roswell coordinator immediately. If your event is cancelled, you must return any materials and/or merchandise that were provided to you for the event.
6. Neither RPCCC nor the Alliance can and/or will provide you with any of the following:
  - a. Tax Exemption.
  - b. Gift Recognition letters and/or letters noting a tax deduction for funds that were not directly received by RPCCC and/or the Alliance
  - c. Insurance coverage
  - d. Funding and/or reimbursement for travel and/or any other expenses
  - e. A mailing list of donors and/or vendors.

## INDEMNIFICATION AGREEMENT

You and all event planners, hosts, affiliates, sponsors, promoters, volunteers, and all other persons and entities associated with the event (each an “Indemnifying Party” and collectively the “Indemnifying Parties”) hereby agree to indemnify, defend, and hold harmless RPCCC, including all officers, directors, agents, employees, subsidiaries, and affiliates of the Alliance, Team Roswell, and the State of New York (each an “Indemnitee” and collectively the Indemnitees”) from and against any and all present and future claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, but not limited to: any loss resulting from any promotional activities; any loss for property damage, personal injury, death, and/or illness, any loss resulting from any act and/or omission of any Indemnifying Party and/or any event participant and/or any other party; any loss resulting from any misappropriation of funds and/or donations; any loss resulting from any use of any Indemnitee name and/or logo in any Indemnifying Party’s promotional activities, materials, and/or otherwise; etc. Furthermore, the Indemnifying Parties hereby agree not to sue any Indemnitee for any losses in connection with the event.

The Indemnifying Parties agree and expressly represent that no Indemnitee is involved in the planning, promotion, sponsorship, management, hosting, conduct, etc. of the event, and that RPCCC is merely a charitable beneficiary of a portion of the proceeds derived from the event.

The Indemnifying Parties agree and understand that this Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion is held invalid, the remainder of this Indemnification Agreement will continue in full legal form and effect.

You have carefully read this Indemnification Agreement, have shared it with all other Indemnifying Parties, and all Indemnifying Parties fully understand it’s contents. You are aware that by submitted the Team Roswell community event proposal form, that you are certifying that you and all other Indemnifying Parties are at least eighteen (18) years of age or older, that you and all other Indemnifying Parties are voluntarily agreeing to the terms of this Indemnification Agreement, including waiving certain legal rights, and that you have the authority to bind yourself and all other Indemnifying Parties. In the event of any disputes where any other Indemnifying Party denies your authority to sign on his/her/its/their behalf and/or otherwise disputes the enforceability of this Indemnification Agreement, then you agree to defend, indemnify, and hold the Indemnitees harmless from and against all such disputes and any losses that may result from such. Knowing this, you, on behalf of yourself and all other Indemnifying Parties, agree to this Indemnification Agreement, and to waive such rights.

## CONTACT US

If you have any questions and/or need advice and/or guidance along the way, please do not hesitate to contact us to get in touch with a coordinator:

[TeamRoswell@RoswelPark.org](mailto:TeamRoswell@RoswelPark.org)

716-845-8788