



## Application to Sponsor a Fundraising Event for Children's Miracle Network at Shands Children's Hospitals

Contact Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

### Campaign Details:

What is the event/campaign? What is for sale and the percentage to be given to Children's Miracle Network?

Dates of Campaign:

How will it be advertised?

Do you plan to use the Children's Miracle Network and/or Shands Children's Hospital name and/or logo? If yes, how?

Will alcohol be served? If yes, how?

References (Name, Company and phone number or email):

1)

2)

Why Children's Miracle Network and Shands Children's Hospital?

**PLEASE SIGN AND FAX BACK TO: (352) 265-7954**

The undersigned applicant ("Applicant") hereby acknowledges that on this date, Applicant received a copy of the Children's Miracle Network at Shands Children's Hospital's Policy for Sponsors and Events ("Policy"). Applicant completely understands all sections and sub-sections of the Policy. In the event that Children's Miracle Network at Shands Children's Hospital approves this application and Applicant becomes a sponsor, Applicant agrees to comply with all requirements, terms and conditions of the Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

P.O. Box 100386, Gainesville, FL 32610 ❖ (352) 265-7953 or (800) 284-6472 ❖ Fax (352) 265-7954  
[www.shandskids.org](http://www.shandskids.org)

## **Policy for Sponsors and Events**

### Children's Miracle Network at Shands Children's Hospital

#### I. General Guidelines:

- A. By returning the signed application, Sponsor agrees to the policies set forth.
- B. Sponsor shall comply with all State and Federal laws.
- C. Children's Miracle Network at Shands Children's Hospital shall not be responsible for any cost incurred by the Sponsor's event.
- D. Sponsor shall be responsible for the procurement and sale of any items during the event.

#### II. Relationship:

- A. Sponsor is not an agent of Children's Miracle Network.
- B. Sponsor is not an employee, joint venturer or partner of Children's Miracle Network for state or federal tax purposes, workman's compensation, or any other purpose.

#### III. Trademark Use

- A. All uses of the Trademarks shall be of high quality, professional, uplifting and shall reflect the mission of Children's Miracle Network.
- B. Sponsor must obtain permission to use the Children's Miracle Network trademark prior to any use:
  1. Sponsor must submit samples of all uses of the Trademarks to Children's Miracle Network and obtain Children's Miracle Network's written approval before production or use.
  2. Sponsor shall use the Trademark only in accordance with instructions and directions as given by Children's Miracle Network.
  3. Sponsor must include the following statement in all donation requests:  
"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."
  4. The Trademarks shall not be altered or modified in any manner whatsoever from these instructions.
- C. Misuse of Children's Miracle Network Trademark:
  1. Sponsor shall not misuse the Children's Miracle Network trademark in any way.
  2. If any misuse occurs, Children's Miracle Network may terminate this agreement without notice and Sponsor shall remove all Children's Miracle Network logos immediately.
  3. Misuse of the Children's Miracle Network at Shands Children's Hospital at the University of Florida name or affiliation shall result in severe damages and losses, as well as civil actions and penalties.

#### IV. Indemnity Clause

- A. Sponsor will indemnify and hold Children's Miracle Network free from any and all claims and liability which may arise out of any activities of Sponsor, from any acts or omissions of its agents, volunteers or employees, or from any claim by it or anyone else relating to the quality, performance or failure to perform during the specified time period of the Sponsor's event.

#### V. Insurance

- A. Sponsor will furnish liability insurance for all activities. Children's Miracle Network at Shands Children's Hospital shall be named as additional insured on all liability insurance policies carried by an Sponsor.
  1. Such policies shall provide for general liability coverage, personal and advertising injury coverage, product completion operations, and owners and contractors coverage at limits acceptable to Children's Miracle Network.
  2. Certificates of such insurance shall be provided to Children's Miracle Network.
  3. Sponsor will notify Children's Miracle Network at Shands Children's Hospital within ten (10) days of any reduction of these insurance coverage limits or whenever a single claim or group of claims have exceeded or, Sponsor or its carrier reasonably believe, may exceed 50% of the limits of coverage stated herein.

## VI. Event Location

- A. Sponsor must secure the use of a location for the event, which is not currently, or has not been in the past, associated, affiliated, or partnered in any way with Children's Miracle Network at Shands Children's Hospital.
- B. Sponsor shall be solely responsible for the liability arising there from.

## VII. Time Requirement for Donation Delivery

- A. Sponsor agrees to submit the total donation to Children's Miracle Network no later than 30 days following the conclusion of the event accompanied by a detailed ledger of income and expenses.

## VIII. Donation Documentation

- A. Sponsor will not accept any donation or gift of intangibles on behalf of Children's Miracle Network.
- B. In accordance with tax law, Children's Miracle Network will appropriately thank and provide tax documentation for all monetary gifts made directly to Children's Miracle Network at Shands Children's Hospital.
- C. It will be the responsibility of Sponsor to thank any donors who provide in-kind gifts or services to benefit the event directly.
- D. Sponsor must notify each donor that his or her donation may not be tax deductible.
- E. All donations to the event are to be construed as gifts to the sponsor and only secondarily as gifts to Children's Miracle Network.
- F. Sponsor may NOT promote the event as a charity fundraiser.
- G. Only direct gifts to Children's Miracle Network are tax-deductible and Sponsor may not accept gifts on behalf of Children's Miracle Network.

## IX. No Future Contact

- A. Sponsor may request necessary information from event participants at the time of donation, but thereafter, there will be no contact between Sponsor and any Children's Miracle Network donor.
- B. In an effort to ensure the privacy and anonymity of donors, Sponsor may not solicit Children's Miracle Network donors for future gifts.

## X. Contacting Children's Miracle Network

- A. Children's Miracle Network at Shands Children's Hospital will serve as your best resource for assistance with the policy herein discussed. Please contact the local Children's Miracle Network office at Shands Children's Hospital, not the Children's Miracle Network national office in Salt Lake City, for assistance, guidance and approval regarding this event.

## XI. Volunteer Assistance

- A. It will be the responsibility of Sponsor to recruit, train and thank volunteers needed for event.

## **Drawings Prohibited**

- A. No Sponsor may conduct drawing unless it is a charitable organization and it meets the requirements of the Florida (FL) Statute 849.0935
- B. All Sponsor drawings, lottery, raffles, or ticketed give-aways that ask for donations: NO set entry fee may be demanded from entrant.
- C. Statute 849.0935 states, "the 'Organization' means an organization which is exempt from federal income taxation pursuant to 26 U.S.C.s 501c(3), (4), (7), (8), (10) or (19), and which has a current determination letter from the Internal Revenue Service, and its bona fide members or officers." An organization other than a registered 501c(3), (4), (7), (8), (10) or (19) is not permitted to sponsor or hold a lottery, drawing, etc.

## **Alcohol Distribution and Consumption**

- A. Sponsor must adhere to all Federal and State laws regarding the sale, distribution and consumption of alcohol.
- B. Children's Miracle Network and Shands does not support the distribution, sale and consumption of alcoholic beverages as part of the fundraising activities for its related events.
- C. Sponsor must obtain all necessary alcoholic licenses, as required by any and all state and federal laws.