

**Rowan House Emergency Shelter
Region 3 Family-Based Care Society**

LETTER OF AGREEMENT

Between

Rowan House Emergency Shelter
(referred to as Rowan House)

and

(referred to as the Third Party)

Whereas the Third Party desires to hold the special event, as described in Schedule A of this agreement, and

Whereas the Third Party wishes to donate _____ % of the proceeds of this event to Rowan House, and

Whereas Rowan House is willing and grateful to be a recipient of the proceeds of the special event,

The parties hereto agree to all information, representations, descriptions, policies, guidelines, and regulations as follows:

1. Third party events are required to:

- 1.1 Be consistent with the mission, goals, and beliefs of Rowan House.
- 1.2 Represent Rowan House with integrity.
- 1.3 Increase public awareness of Rowan House in a positive manner.

2. Rowan House reserves the right to:

- 2.1 Refuse involvement with an event that does not meet with its approval.
- 2.2 Refuse the use of its name and logo for an event that does not meet with its approval.
- 2.3 Relinquish support of any third party event that does not abide by the policies set forth in this agreement without any liability or obligation.

3. Accountability

- 3.1 Rowan House will not be responsible for any financial losses or unsettled accounts should the event not succeed financially.
- 3.2 Rowan House will be informed if the event is to benefit other charitable organizations, who these organizations are, and the amount (or percentage) of funds each charitable organization will receive.

- 3.3 Rowan House will be provided with reasonable prior notice of any third party event cancellation.
- 3.4 Rowan House will not be named in, or sign, contracts on behalf of the Third Party.

4. Charitable Tax Receipting

- 4.1 Rowan House will adhere to all Canada Revenue Agency (CRA) rules and regulations regarding event donations and sponsorships.
- 4.2 Rowan House must be informed in advance of the scope of the donations or gifts-in-kind for which receipts are requested.

5. Financing

- 5.1 Rowan House will not underwrite any third party event.

6. Insurance/Licenses and Fees/Liability

- 6.1 The Third Party will obtain all necessary permits, licenses, and insurance for this event, adhering to government regulations.
- 6.2 Rowan House will not carry insurance to cover this special event.
- 6.3 Rowan House will not assume any legal or financial liability at this special event.
- 6.4 Rowan House is not responsible for any damage, accidents to person or property at this special event.

7. Promotion/Promotional Materials

- 7.1 The Third Party will obtain approval from Rowan House on all promotional materials that reference Rowan house, including brochures, flyers, advertisements, publicity and/or media communications, prior to public distribution of said materials.
- 7.2 The Third Party will obtain approval from Rowan House to use the Rowan House name and logo for an agreed period of time, only as it relates to the event. The Third Party will obtain said logo only from Rowan House.
- 7.3 Rowan House may provide existing in-house promotional material to third party events, depending on supplies and reasonable requirements.
- 7.4 Rowan House will not loan or give out its mailing or donor contact lists.
- 7.5 Rowan House may complete a mail-out, using Rowan House mail lists, if as its sole discretion Rowan House deems to take this action.

8. Sponsors/Sponsorship

- 8.1 Rowan House will not solicit sponsors on behalf of the Third Party.
- 8.2 Rowan House may provide contacts for sponsorship, at its sole discretion.
- 8.3 Upon contacting potential sponsors, the Third Party must disclose the nature of the event arrangement and must position Rowan House as a recipient of the event, not the host or owner of the event.

9. Staffing and Volunteers

9.1 The Third Party will provide all staffing and volunteers for the event unless otherwise agreed upon.

This agreement is effective from _____, 2012 to _____, 2012.

Termination of this Agreement prior to the above term may occur under at least one of the following circumstances:

- 1. Rowan House gives notice to the Third Party that Rowan House will no longer be associated with the special event as described in Schedule A, or
- 2. The Third Party gives notice to Rowan House that the special event described in Schedule A must be cancelled due to circumstances beyond the control of the Third Party, or
- 3. By mutual agreement between Rowan House and the Third Party to terminate services.

I, _____ as the representative of _____ :

- 1. Have read, understand, agreed to, and will abide by this agreement,
- 2. Do hereby release Rowan House from all actions, causes of actions, claims, and demands for damages, loss or injury which _____ may have or acquire at any time against Rowan House in connection with the event, however arising, and
- 3. Further agree to assure and forever save Rowan House harmless from and against any and all actions, causes of actions, claims, damages, losses, expenses, costs (including legal fees), charges, and liabilities arising out of or in connection with the management and holding of the event(s).

Agreed upon by the following authorized personnel:

Signature for Rowan House

Signature for Third Party

Print Name

Print Name

Date

Date

SCHEDULE A

THIRD PARTY SPECIAL EVENT AGREEMENT

Between

_____ & Rowan House Emergency Shelter

THIRD PARTY EVENT DETAILS	
Third Party Event Name:	
Third Party Event Date:	
Third Party Event Location: <i>(include address)</i>	
Third Party Event Description (type of event, attendees, volunteer needs, etc.)	
EVENT CONTACT INFORMATION	
Name:	
Address:	
Telephone Number:	
Fax Number:	
E-mail:	