



**Project Row Houses Third-Party Fundraising Activity
Letter of Agreement**

Thank you for your interest in hosting a fundraising activity to benefit Project Row Houses. We appreciate your desire to support Project Row Houses and its mission to empower people and enrich communities through engagement, art, & direct action through a Third-Party Fundraising Activity. A “Third-Party Fundraising Activity” is defined as “any fundraising activity conducted by a group, individual, business, or organization that is not employed by PRH, where PRH has no fiduciary responsibility, and little involvement in its execution.” This signed letter serves as an agreement between the Group, Individual, Business, or Organization named below under *Information and Description of Third-Party Fundraising Activity* (hereinafter referred to as “Event Organizer”, “you” or “your”) and Project Row Houses (referred to as “PRH”) for the purpose of setting forth the terms and conditions of our relationship with respect to your fundraising activity (the “Letter of Agreement”). We ask that you agree to the following terms and conditions in order to best communicate that proceeds from your activity will support PRH.

Information and Description of Third-Party Fundraising Activity	
Name of Individual, Group, Business, or Organization:	
Federal Tax ID (if applicable):	
Contact Name:	
Email:	Phone:
Web Address:	
Mailing Address:	
Proposed Event/Campaign Name:	
Proposed Event Date/Time Period:	
How will funds be raised? (ticket sales, merchandise sales, etc.)	
Indicate percentage or portion of the proceeds to be given to Project Row Houses (e.g., “all proceeds of the silent and live auction will benefit PRH...” or “50% of event proceeds will go to PRH”):	
Estimated Donation Amount to PRH:	

TERMS AND CONDITIONS

Promotion & Publicity

1. The Third-Party Fundraising Activity must be publicized and conducted in a manner that makes it clear that PRH is the beneficiary, not the sponsor or host of the activity. The Third-Party Fundraising Activity must be referred to as “benefitting Project Row Houses.” They may not be represented as “sponsored by,” “conducted on behalf of,” or other similar terminology. Event names may not incorporate the name of Project Row Houses, as in “The Project Row Houses Walk-a-thon.” Project Row Houses’ name may be used in a second clause identifying the relationship of the activity with the host, such as “John Doe Walk-a-thon, benefitting Project Row Houses.”
2. Only the logos and visual representations for Project Row Houses that have been provided by PRH are permitted for use. The use of the name and the logo must be used in accordance with PRH graphic standards.
3. All promotional materials must clearly state the percentage or portion of the proceeds that will be given to

PRH (e.g., “all proceeds of the auction will benefit PRH...” or “all registration fees will benefit PRH...” or “50% of proceeds will go to PRH”).

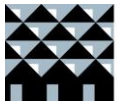
4. Third-Party Fundraising Activities should complement the mission and image of PRH and companies that conflict with our mission or values may not be sponsors.

Event Execution

1. PRH will not be responsible for expenses incurred by a Third-Party Fundraising Activity except if there is a written agreement to the contrary, agreed and signed by both parties. All expenses are the responsibility of the Event Organizer. You may not purchase goods or services under PRH’s name, and PRH’s sales tax-exemption (on purchases) cannot be extended to any third-party event or fundraising effort.
2. You are responsible for the planning and execution of the Third-Party Fundraising Activity including safety precautions and adherence to applicable laws. You must obtain your own liability insurance to cover the Third-Party Fundraising Activity. You must agree to obey all federal, state, and local laws and regulations in promoting and conducting your Third-Party Fundraising Activity.
3. You are responsible for obtaining all applicable permits or licenses, including but not limited to alcohol, special occasion, solicitation, sales tax licenses, and those for raffles and/or games of chance.
4. You shall not assign, subcontract, or in any way transfer any of the obligations, duties, or responsibilities under this Letter of Agreement without the prior written permission of PRH.
5. In the event that the Third-Party Fundraising Activity is canceled, you must submit all acquired donations to PRH, and all other funds such as registration fees or items (e.g., t-shirts) must be returned to customers within 30 days of event cancelation.
6. You agree to pay all costs associated with collecting and transmitting to PRH the proceeds and donations from your fundraising activity. You also agree to pay all costs associated with developing and printing promotional and marketing materials for your fundraising activity authorized hereunder (“Materials”), and you further agree that before you use, publish, disseminate, or display the Materials, you will obtain written approval of the materials from PRH. PRH is happy to provide brochures, pamphlets, and other informational materials promoting and explaining our goals and accomplishments with sufficient advance notice regarding your deadline.

Donations

1. Money or In-kind Donations contributed by Donors at your Third-Party Fundraising Activity (“Donations”) are due no more than 30 days after the Third-Party Fundraising Activity. You agree to combine all Donations collected during the Third-Party Fundraising Activity, and within 30 days after the Third-Party Fundraising Activity, transmit the Donations in one lump sum to the following address: Project Row Houses: 2521 Holman, Houston, TX 77004. Checks should be made out to “Project Row Houses” with “[Your Fundraiser Name]” written in the memo line. If the check is from your account, you, and not your donors, will receive a tax receipt from Project Row Houses.
2. Donors must be informed that the tax-deductible amount of a donation is only the amount that is over and above the value of any goods or services received in exchange for the donation. For example, if a donor wins an auction item for \$100 and the value of the item is \$25, the donor has made a \$75 tax-deductible donation.
3. If it is reasonable and customary for the Donors to expect an acknowledgement of their donations collected under the fundraising activities, you will (A) provide each individual donor written documentation that acknowledges the donor’s contribution, or (B) provide individual donor and donation information (including donor name, address, and amount of contribution) to PRH for the purpose of donor acknowledgement.
4. You agree that any tax credit accrues to the original donor and not to you as a third-party conveyor of the donation.
5. You represent and warrant that you will forward to PRH one hundred percent (100%) of the portion of donations indicated under *Information and Description of Third-Party Fundraising Activity*.
6. You shall indemnify, defend, and hold PRH harmless, including its directors, officers, employees, agents, and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or relating in any way to your business and the fundraising activities authorized hereunder.
7. *In-Kind Donations*. Non-cash gifts given directly to a fundraiser can be tax-deductible gifts to Project Row Houses if that gift was given on behalf of PRH for a fundraiser in which 100% of proceeds go to Project Row Houses.
8. *Donation Collection Drive*. If your fundraising activity includes a donation collection drive, whereby you provide Donors the opportunity to donate money to PRH, you agree to collect Donations from Donors and forward 100% of the Donations to PRH.
9. *Auctions*. If the Third-Party Fundraising Activity includes an auction, the Event Organizer is responsible for



procuring all auction items. The Event Organizer is to require the donor to complete the Project Row Houses In-Kind Donation Form (available upon request) that will include detail regarding the item donor and item value. Project Row Houses will provide them with a “thank you letter” that serves as a tax receipt. With respect to Donations, Event Organizer must choose one of two options detailed below:

- a. Option 1: You will provide one bulk payment to PRH no more than 30 days after the Third-Party Fundraising Activity. In this case, the Event Organizer must provide PRH with a detailed list of donors’ names, donors’ addresses, amount of contribution, item description, and item value within 30 days of the Third-Party Fundraising Activity.
- b. Option 2: A PRH representative will attend the event, process payments, and provide receipts to customers. In this case, the Event Organizer must submit the list of auction items (including the item value) and list of attendees, as is, 1 week prior to event. PRH will be responsible for the donor acknowledgement process including providing a tax receipt.



This Letter Agreement is entered into between Project Row Houses (“PRH”) and _____ (“Event Organizer”).

As the Event Organizer, you agree that you have read and will comply with PRH’s terms and conditions related to the Third-Party Fundraising Activity set forth in the Letter of Agreement, incorporated herein by reference. You acknowledge that you are not an agent of PRH and PRH may not play a part in the organization, promotion, or execution of its Third-Party Fundraising Activity and has no control over it. Consequently, you agree that you will fully indemnify, defend, and hold harmless PRH, its directors, volunteers, and employees from any and all claims that may arise out of or relate to such Third-Party Fundraising Activity, regardless of who might make such a claim, including but not limited to any injuries sustained by Third-Party Fundraising Activity volunteers or participants during the Third-Party Fundraising Activity. You will be held liable for any fraudulent use of donations received on behalf of Project Row Houses.

As the Event Organizer, you plan to conduct a fundraising activity for the purpose of generating money to support the mission and work of PRH. PRH gratefully acknowledges your efforts and agrees to use the donation in its charitable work.

This Letter of Agreement constitutes the entire agreement and understanding between you and PRH with regard to the subject matter hereof and no amendment, modification, or waiver of any of the terms or conditions herein shall be valid unless in writing signed by both you and an authorized representative of PRH.

By signing below, you, as the Event Organizer, certify that you have read this Letter of Agreement and that you know and understand the meaning and intent of this Letter of Agreement. This Letter of Agreement will only be made after a PRH representative has executed and returned a copy to you.

Event Organizer: _____
Please Print Full Name of Individual, Group, Business, or Organization

Event Organizer Signature: _____ Date: _____

Agreement Approved by: _____
Name of Project Row Houses Representative