

Community Fundraiser



Brent's Place exists to be a safe, supportive, long-term home filled with hope for families facing a life-threatening medical crisis. As the only option for long-term, Safe-Clean housing in the Rocky Mountain West region that is tailored to support the entire family, Brent's Place offers a unique access point for lifesaving medical treatment.

In addition to providing a safe home away from home while patients receive treatment, Brent's Place delivers comprehensive individualized family support that helps the patient and each resident cope with the stress of their medical journey, allowing families to focus on the hard work of healing.

Thank you for considering Brent's Place as a beneficiary of your fundraising activities. We are deeply grateful for the generous support of our friends in the community who share our commitment to providing a home away from home for families facing life-threatening illnesses.

This Community Fundraiser Packet includes:

- A copy of the **Brent's Place Policies and Procedures** for community fundraising activities. Please review them carefully. Upon approval of your event application, the "Policies and Procedures for Community Fundraisers" will become your binding agreement with Brent's Place, and you will be responsible for complying with the agreed-upon terms.
- **Brent's Place Community Fundraiser Application** - please note that this application must be filled out completely.
- **Community Fundraiser Agreement**
- A list of community fundraising FAQs

Please note that although Brent's Place actively encourages community fundraising events/initiatives/promotions, we must approve all proposed events/initiatives/promotions in advance. Brent's Place maintains the right to decline events/initiatives/promotions. This is an important safeguard in preserving the integrity of the name and reputation of Brent's Place, as well as our commitment to our families and donors.

We appreciate your interest and look forward to working with you!

Policies and Procedures for Community Fundraisers

Please review the following Policies and Procedures prior to completing the attached Community Fundraiser Application. Each application will be carefully reviewed and evaluated for viability and alignment with Brent's Place's goals and objectives. For the purposes of these Policies and Procedures, "you" or "your" references the organization, group, or individual sponsoring or holding the event/promotion benefitting Brent's Place.

Use of Name and Logo:

- Events should complement Brent's Place's mission, purpose, and image. It is at the discretion of the Brent's Place External Affairs team to determine alignment.
- Your organization cannot state or imply that it is an agent, subsidiary, or partner or that it holds any other business relationship with Brent's Place.
- You may not use the Brent's Place or Brent Eley Foundation name, logo, or otherwise indicate to the public that an event is being held for the benefit of Brent's Place without the prior expressly written consent of an authorized organization representative.
- You may not make public announcements or promote the event until you have submitted an application and received approval of your Community Fundraiser Application from Brent's Place.
- Publicity for your event may not imply that the event is sponsored or co-sponsored by Brent's Place or that Brent's Place is involved as anything but the beneficiary. We may only be identified as Brent's Place. For example, you may not call an event "The Brent's Place Walk-a-Thon." Your event should be promoted as the "Walk-a-Thon to Benefit Brent's Place."
- You may not use Brent's Place logos without our written approval. The official logo of Brent's Place cannot be altered in any way. Any use of the logo must adhere to Brent's Place's established brand standards, which we will provide upon approval of your application.
- Brent's Place must review and approve, in writing, all promotional materials including, but limited to, advertising, letters, brochures, flyers, press releases, and all online content prior to production or distribution. Proposed materials should be submitted via email to your Brent's Place contact at least two weeks prior to publishing.

Event Approval:

Please note that applications must be completed and submitted to Brent's Place no less than 30 days prior to the proposed fundraising event. Approval for the event is specific to the dates listed on your application. If you would like to repeat the event in the future, you must submit a new application.

- Brent's Place must be notified, in writing, if there are any significant changes to the event once it has been approved.
- If circumstances warrant, Brent's Place may at any time direct you to cancel the event or withdraw Brent's Place as the beneficiary. You must agree to cancel the event, if so directed, and further agree to release Brent's Place, and its officers, directors, and employees from any and all liability in connection with such action.
- We have made a commitment to our staff and donors not to sell or provide others with our mailing lists. Therefore, third parties are expected to market their event/promotion.

independently of the organization's mailing list.

- Brent's Place is happy to provide banners, flyers, videos, and other informational materials to assist in promoting and explaining the Brent's Place mission and purpose. Please let us know your needs in this area as soon as possible so we can have sufficient quantities available for your event and provide them in a timely manner.
- Brent's Place reserves the right to observe your event. Please note that volunteer and staff attendance is upon request only and will only be considered if requested at least 30 days in advance of the event. Brent's Place cannot guarantee staff or volunteer presence.
- If Brent's Place is not the sole beneficiary of your event, you must clearly identify the other recipients and the percentage of funds that will be given to each in the Community Fundraiser Application.
- Brent's Place reserves the right to decline any funds received through an event when it believes that the association may negatively affect our credibility.
- Brent's Place is not responsible for the planning or execution of the event, including promotion, set-up, and collection/management of donations.

Financial and Legal Information:

- In order to provide donors with important information concerning their contribution, all promotional materials must clearly state the percentage and/or portion of the ticket price that will benefit Brent's Place.
- If event expenses are greater than the money raised, you are responsible for paying those expenses. Brent's Place will not provide funding or reimbursement of expenses.
- You may not keep a portion of the proceeds as profit or compensation for organizing the event.
- Since Brent's Place is not underwriting your event, Brent's Place cannot have event revenue or expenses flow through our accounting system. Only the event/promotion's net amount should be processed by Brent's Place. Similarly, you cannot set up a temporary bank account in Brent's Place's name.
- Proceeds, in the form of a check, should be sent to Brent's Place no later than 30 days following the event and should be mailed to:

Brent's Place
Attention: Community Fundraising
11980 E. 16th Ave.
Aurora, CO 80010

- Brent's Place should receive a complete accounting of all funds collected and expenses related to the event with the net proceeds check. Due to our responsibility as the recipient of community assets, we reserve the right to inspect all event financial records if a question is raised about the event's accounting practices.
- Brent's Place may receive funds from other similar events. Our acceptance of your application creates no exclusive partner rights for you.

- You are responsible for obtaining all permits and licenses - especially those for raffles and games of chance. Brent's Place can be listed as a beneficiary but not an executor on such permits and licenses.
- Brent's Place will not provide a liquor license for community events.
- You agree that you will comply with all state and/or municipal charitable solicitations statutes and/or ordinances that may apply to your event.
- Events must comply with all federal, state, and local laws governing charitable fundraising and gift reporting. All tax-receipting practices must be agreed upon and documented before Brent's Place's approval is given. Brent's Place may only issue tax receipts for checks made out to "Brent's Place" or the "Brent Eley Foundation." If your donors send their contribution directly to Brent's Place, you must inform Brent's Place of the value of any goods or services the donor received in return for the contribution.
- You agree that you will not use the Brent's Place sales tax exemption in any manner or as part of the promotion of your event, nor will you represent to the public that you receive any tax-exempt rights or privileges as a result of your role in the event (unless you have separate tax-exempt status), nor will you state that any portion of the purchase price for any goods or services at the event is tax deductible for charitable purposes.
- You must obtain your own liability insurance to cover the event listing Brent's Place as an additional insured and provide a hold harmless agreement. Brent's Place cannot insure your event and requires you to obtain all insurances. Brent's Place will not assume any legal or financial liability associated with your event, nor will we indemnify you or any party involved in your event for any damage, expense, or other cost arising or in any manner related to your event. Brent's Place and the Brent Eley Foundation are not liable for any injuries sustained by event volunteers, planners, or participants related to your event and cannot assume any type of liability for your event.
- You must obtain and maintain general liability insurance in an amount of no less than \$1,000,000 per occurrence, covering liability arising out of property damage, premises operations, personal injury, and contractual liability through the date of the event.
- The Community Fundraiser Agreement shall be governed by Colorado law.
- All claims, disputes, and other matters arising out of or relating to the Community Fundraiser Agreement or the breach thereof ("claims") shall be decided by litigation in any court of competent jurisdiction, provided that all claims in excess of \$50,000 shall be mediated before JAG, subject to the then-current AAA Commercial Mediation Rules, as an express condition precedent to litigation. The parties mutually and irrevocably waive their rights to a trial by jury. Any and all claims shall be tried as a bench trial, not as a jury trial.
- Following adjudication of a claim(s), the prevailing party, as determined by the court, shall be entitled to the recovery of its related incurred, costs, fees, and expense, including without limitation reasonable attorneys' fees, mediator fees, and expert witness fees, from the non-prevailing party.

Community Fundraiser Application

Instructions: Please fill out and send the completed form to avi@brentsplace.org. Please allow up to seven business days for a response.

Event Organizer Information:

Name of Contact: _____

Name of Organization: _____

Is your organization a non-profit (501(c)3): Yes No

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone : _____ Email: _____

Today's Date: _____

Event Information:

Name of Event: _____

Description of Event: _____

Event Date: _____ Start Time: _____ End Time: _____

Is the event: Open to the Public By Invitation Ticket Price (if applicable): \$ _____

Projected Attendance: _____

Is this, or will this be an annual event benefiting Brent's Place? Yes No TBD

Location Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Are there other beneficiaries of this event? Yes No

If yes, name of the organizations involved: _____

Percentage of proceeds to be donated to Brent's Place: _____

Describe how funds will be raised: _____

Will you have the following at your event? (Mark all that apply and add any others)

Raffle Auction In-Kind Donations (cleaning supplies, linens, food items, etc.)

Other: _____

Does your event have sponsors? If so, please list them: _____

Does the event require a permit? Yes No

Does the event require insurance? Yes No

If you answered yes to either/both of these questions, you must submit a copy of the document(s) two weeks prior to the event.

Will alcohol be served at the event? Yes No

Do you plan for publicity? Yes No

If yes, all materials must be reviewed and approved in advance by your Brent's Place staff contact.

Press Releases - To be distributed to: _____

Flyers - To be distributed to: _____

Public Service Announcement - To be distributed to: _____

Social Media: _____

Website: _____

Other: _____

What materials do you request from Brent's Place? (Logos, patient stories, banners, flyers, etc.)
Items are available upon request only and will only be considered if the requested at least 30 days in advance. _____

What are expectations/requests of Brent's Place: _____

Financial Overview:

Please indicate the anticipated/estimated revenue and expenses for the event:

Revenue:

Ticket Sales: \$ _____

Sponsorship Proceeds: \$ _____

Raffle Proceeds: \$ _____

Auction Proceeds: \$ _____

Direct Donations: \$ _____

Other: \$ _____

Total Revenue: \$ _____

Expenses:

Venue: \$ _____

Advertising/Printing: \$ _____

Food/Beverage: \$ _____

Permit/Insurance Fees: \$ _____

Entertainment: \$ _____

Other: \$ _____

Total Expenses: \$ _____

Anticipated Net Proceeds (total revenue minus total expenses): \$ _____

I plan to submit the funds by: Mail Personal Delivery Other: _____

Please indicate the date the funds can be expected: _____

Please note funds must be received within 30 days of the event.

Community Fundraiser Agreement

I agree to all the terms and conditions in the "Policies and Procedures for Community Fundraisers" attached to and made part of this application and agreement. I understand that my event is for raising funds and awareness for Brent's Place, which is not considered an approved event until written approval of my application is received from Brent's Place. No amendment, modification, or waiver of any terms and conditions in this document and the "Policies and Procedures for Community Fundraisers" shall be valid unless in writing and agreed upon by both parties.

To the fullest extent permitted by law, I will indemnify and hold harmless Brent's Place, its employees, officers, directors, members, managers, affiliates, parents, agents, lenders, property managers, and assignees and each of their successors-in-interest from and against all claims, demands, debts, causes of action, liabilities, damages, losses, and expenses, including, but not limited to, attorney's fees, costs, penalties, fines, and judgments, arising from or relating in any way to the community event or promotion. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that would otherwise exist under the Community Fundraiser Agreement or applicable law. This indemnification shall survive any termination of this agreement.

Event Organizer:

Print Name: _____

Signature: _____ Date: _____

Person Completing the Application: (if different)

Print Name: _____

Signature: _____ Date: _____

Please return completed applications to:

Avi Petrucci

Email: Avi@BrentsPlace.org

Mail: Brent's Place

Attention: Community Fundraising

11980 E. 16th Avenue, Aurora, CO 80010

For Brent's Place Staff Use Only:

Print Name: _____

Signature: _____ Date: _____

Date Received: _____ Date Approved: _____

Comments: _____

Community Fundraiser FAQs

Can I use the Brent's Place name?

When using the Brent's Place name for your event, you must only identify Brent's Place as the benefactor, not as the event producer/promoter/sponsor.

What support can Brent's Place provide for my event?

Brent's Place can (1) create a letter of authorization to validate the authenticity of the event, (2) provide informational materials about our programs and services, (3) provide logos, photos, videos, FAQs, and other approved language for use on promotional pieces, (4) send written tax receipts to donors who make checks payable to Brent's Place.

Will someone from Brent's Place be present at my event?

While we would like to be present at all community fundraising events, we cannot guarantee an available Brent's Place representative for your event. Brent's Place representative attendance will be considered based on your event date, time, and requested representative role.

How do I ensure all of my donors will receive a tax receipt?

Only individual check donations, made payable to Brent's Place, will receive a tax receipt in accordance with the IRS standards.

Do I need to be a non-profit (501(c)3) organization to host an event?

No, anyone can host a fundraising event! Please note that if you are currently with an organization that claims 501(c)3 status and people make checks out to your organization, we cannot provide your donors Brent's Place tax receipts.

Will Brent's Place reimburse me for expenses?

No, Brent's Place does not fund or financially support community events.

Can I donate in-kind items to Brent's Place?

Yes, Brent's Place always needs in-kind donations, such as cleaning supplies, linens, gift cards, and food items. Please request a list from your Brent's Place contact for the most current list of needs.

Can I personally deliver my donations to Brent's Place families?

All monetary donations should be submitted directly to Brent's Place. To protect the privacy and health of our residents, we do not allow individuals and/or groups to distribute items to our families. In-kind donations should be delivered to the front desk at our main campus location after scheduling an appointment with your Brent's Place contact. These donations will then be distributed to our families/facilities by Brent's Place staff.

Do you have other questions?

Please contact Avi Petrucci at Avi@BrentsPlace.org or 720-422-9276.