

Community Partner Events Policies and Procedures

Fundraising event and activities Terms and Conditions

For purposes of these Terms and Conditions, "you" means the organization, group, or individual sponsoring or holding the community fundraising event. "We", "our", or "Cook Children's" means Cook Children's. Cook Children's may change these Terms and Conditions at any time without notice, and such changes will be effective immediately.

Cook Children's maintains the right to decline events as an important safeguard in preserving the integrity of the name and reputation of Cook Children's Health Care System (CCHCS), its affiliates and Cook Children's Health Foundation (CCHF), as well as our commitment to donors. Upon approval of your application, then you assume all risks and liabilities associated with the event and hereby release and hold harmless CCHCS and CCHF entities, their directors, officers, employees, agents and successors from and against any and all claims, damages, liabilities, costs and expenses. This includes reasonable attorney's fees arising out of or in connection with the event, including without limitation, any personal injuries or damages to property that may occur in conjunction with your proposal.

We do not assume any pandemic- or virus-related risks or liabilities associated with your event. As such, it is recommended you research and comply with all CDC and other federal and state guidelines in planning and hosting your event.

Event Approval

1. You must complete and submit your application no less than four weeks prior to your event. Approval is specific to dates listed on your application. If you would like to repeat the event, you must submit a new application each year. Please allow a minimum of five business days from the date of application for a response.
2. You must immediately notify us in writing via email if there are any changes to the event once it has been approved.
3. We reserve the right to observe your event.
4. Cook Children's will not plan or provide staffing for the event on your behalf, but can help by sharing best practices templates and resources.
5. Cook Children's will not solicit our donors, patients/patient families and/or staff on behalf of your event in furtherance of our commitment to our donors, patients/patient families and staff to not sell or provide others with their information.

6. Cook Children's is not responsible for ticket sales to the event, sponsorships or assisting with sales of a product for any fundraising activity or event. Event organizers must be able to handle these activities.
7. When beneficiary status of an event is shared between Cook Children's and other organizations, all beneficiaries should align with a common mission and be listed on invitations, promotional items and press releases.
8. To avoid duplicating efforts and to protect the use of the Cook Children's name and/or logo, a written list of businesses, corporations or individuals to be solicited must be submitted to and approved by Cook Children's Health Foundation prior to any solicitation. Please note that Cook Children's mailing lists are confidential and will not be released for use.

Please be advised that if the Cook Children's name is associated with the event in any way, if the circumstances warrant, Cook Children's may at any time, through Cook Children's Health Foundation, direct you to cancel the event. You hereby agree to cancel the event, if so directed, and further agree to release all Cook Children's Health Care System and its affiliates, including Cook Children's Health Foundation, their officers, directors and employees from any and all liability from the event.

Use of Name and Logo

1. Cook Children's endorses wholesome, family or child-oriented events providing a favorable community image. Your event should complement Cook Children's Promise and core values. We reserve the right, in our sole discretion, to deny applications for events that do not project a positive image of Cook Children's and to prohibit sponsorship by companies that conflict with Cook Children's Promise and core values. Sponsorship by tobacco, firearms or other products/service companies deemed harmful to children is also prohibited.
2. All determinations under these guidelines will be made by Cook Children's Health Foundation.
3. You may not state or imply that you are an agent, subsidiary or partner of Cook Children's, or that you hold any other business relationship with Cook Children's.
4. The Cook Children's name may not be used in the actual title or event name, or in any way that may imply Cook Children's liability or sponsorship of the event. Publicity for your event may not imply that the event is hosted or co-hosted by Cook Children's or that Cook Children's is involved as anything other than as the beneficiary. For example, you should not call an event "Cook Children's Golf Tournament." Instead, your event may identify the relationship with Cook Children's, such as "Charity Golf Tournament, benefiting Cook Children's."
5. You may not make public announcements or promote your event until you receive written approval of your application. If the media (such as TV, radio, newspaper or bloggers) is requested or expected to cover or publicize the event, you must notify Cook Children's as soon as possible but in any case no later than one business day prior to the event.
6. You will be authorized to use the official name "benefiting Cook Children's" in conjunction with your event only upon written approval of your application. The name "Cook Children's" may not be altered or abbreviated in any way. **We require review and prior written approval of all**

marketing and promotional materials using our name including, but not limited to, advertising, solicitation or support letters, brochures, flyers, press releases, and website content prior to production or distribution.

7. You will be authorized to use Cook Children's logos only after you acknowledge you have read and agree to the terms of name and logo usage in the terms and agreement. Under this agreement, we will provide you with a form of the appropriate Cook Children's logo to use, which may not be altered in typeface, color, configuration and/or position. Any use of the logo must adhere to established graphic/brand standards. **We require review and prior written approval of all marketing and promotional materials using our logo including, but not limited to, advertising, solicitation or support letters, brochures, flyers, press releases, and website content prior to production or distribution.**
8. You may only commence marketing, publicity and advertising efforts after we provide our prior written approval of your marketing and promotional materials. Cook Children's is not responsible for marketing, publicity and advertising efforts related to your event.

Financial and Legal Information

1. Cook Children's requests that it receives at least 50 percent of the net revenues of any Community Partner fundraising event or activity. Requests for exceptions to this policy may be submitted to Cook Children's Health Foundation in writing. All funds must be distributed to Cook Children's within 60 days following the conclusion of the event. Checks are made payable to Cook Children's Health Foundation and mailed to:

Cook Children's Health Foundation
Attn: Community Partner Events
801 7th Avenue
Fort Worth, TX 76104
2. In order to provide your donors with important information concerning their contribution, all promotional materials should clearly state the percentage of proceeds (from gross or net proceeds) and/or the portion of the ticket price that will benefit Cook Children's.
3. You should limit expenses to 50% of the total raised by the event. We cannot advance any funds or pay anticipated expenses or reimburse expenses related to the event. If event expenses are greater than the money raised, you are responsible for paying those expenses.
4. You may not keep or use any portion of the proceeds as profit or compensation for organizing the event.
5. You may not hire a professional fundraiser, telemarketer, and/or enter into any other fundraising agreement with a third party without our knowledge and prior written approval.
6. Because Cook Children's is not the event host, your event's revenues and expenses cannot flow through Cook Children's accounts. Accordingly, 100% of the donations made through Cook Children's fundraising channels (i.e.: checks sent directly to Cook Children's, donations through a

Cook Children's fundraising page) are donations to Cook Children's on behalf of your event and cannot be used to pay for expenses. Similarly, you cannot set up a temporary bank account in Cook Children's name.

7. Cook Children's may receive funds from other similar organizations, promotions and events. Our acceptance of your application creates no exclusive rights for you.
8. You are responsible for obtaining and filing all applicable government permits, licenses, and/or applications.
9. Events must comply with all federal, state and local laws governing charitable fundraising and gift reporting. We may only issue gift receipts for checks/money orders made out to "Cook Children's or Cook Children's Health Foundation." If your donors send their contributions directly to Cook Children's, you must inform us of the value of any goods or services the donor received in return for the contribution. Cook Children's will issue gift thank-you letters to those donors whom we receive donations directly.
10. You agree that you will not represent to the public that you enjoy any tax exempt rights or privileges as a result of your role in your event (unless you have separate tax exempt status). You cannot use Cook Children's tax exemption number or status for your event.
11. You may be required to obtain your own liability insurance to cover the event and all other insurance including premises liability and worker's compensation depending on your event venue requirements. You agree to indemnify and hold harmless Cook Children's and its officers, directors, employees and agents from any and every claim, demand, suit and payment related to or caused by your event.
12. Cook Children's will not insure your event. Cook Children's and its officers, directors, employees and agents are not responsible for the cost, planning or staffing of your event. Cook Children's will not assume any legal or financial liability associated with your event nor will we indemnify you, nor any party involved in your event, for any damage, expense, or other costs arising from or in any manner related to your event. Cook Children's is not liable for any personal injuries or damage to property occurring during your event and we cannot assume any type of liability for the event.