



1040 Boulevard SE  
Suite M  
Atlanta, GA 30312  
[www.wellspringliving.org](http://www.wellspringliving.org)

Thank you for your interest in hosting an event or promotion to benefit Wellspring Living, Inc. (“**Wellspring Living**”). We are deeply grateful for the generous support of our friends in the community who share our commitment to transforming lives of those at risk or victimized by sexual exploitation.

Individuals, businesses or groups may sponsor an event to raise funds for Wellspring Living. This kind of activity is called a “third-party” event. If you are interested in organizing and hosting your own third-party event to benefit Wellspring Living, please:

- Review the Third-Party Fundraising Protocols, which we ask all individuals and organizations to follow when fundraising on our behalf;
- Fill out the short Fundraising Event Proposal Form with a detailed description of your fundraising event; and
- Sign and return both the Fundraising Event Proposal Form and the Fundraising Protocols Acceptance Form by e-mail to the address indicated on the Acceptance Form.

Wellspring Living will carefully review and evaluate each Fundraising Event Proposal Form for viability and appropriateness with Wellspring Living’s goals and objectives. Wellspring Living must sign and approve the Fundraising Event Proposal Form and Fundraising Guidelines Acceptance Form before you can begin to use Wellspring Living’s name and logo or raise money on our behalf. Before signing the Fundraising Protocols Acceptance Form, please review the Third-Party Fundraising Protocols carefully and let us know if you have any questions.

This packet includes:

- Third-Party Fundraising Protocols
- Fundraising Protocols Acceptance Form
- Fundraising Event Proposal Form

On behalf of Wellspring Living, we would like to again thank you for your support.

Sincerely,

Wellspring Living Development Team

*Transforming Lives*

## **Third-Party Fundraising Protocols**

Donations to Wellspring Living, Inc. (“**Nonprofit**”) are extremely important, and your interest in helping us transform lives of those at risk or victimized by sexual exploitation is greatly appreciated. Nonprofit is accountable to the public and Internal Revenue Service for fundraising activities using our name. To this end, the following protocols have been developed to serve as standards for those who organize special events, benefits or promotions on behalf of our organization.

### **Section 1. Definitions**

- 1.1 “**Nonprofit**” is Wellspring Living, Inc.
- 1.2 “**Sponsor**” is a non-affiliated group or individual who is the organizer of the Event.
- 1.3 “**Event**” is any fundraising activity proposed by Sponsor to benefit Nonprofit, where Nonprofit has no fiduciary responsibilities and little or no staff involvement.

### **Section 2. Event Application and Approval**

- 2.1 All Sponsors must complete and submit the attached Fundraising Event Proposal Form by email to: [kpritchett@wellspringliving.org](mailto:kpritchett@wellspringliving.org)
- 2.2 Nonprofit will review Sponsor’s Fundraising Event Proposal Form and provide Sponsor with a response within 14 days of receipt of the form.
- 2.3 The Fundraising Event Proposal Form and Fundraising Protocols Acceptance Form must be signed and approved by Nonprofit before Sponsor can begin to use Nonprofit’s name and logo or raise money on its behalf.
- 2.4 Approval for the Event is specific to dates and times listed on the Event Proposal Form. The Event cannot be held less than three weeks after approval of the Event Proposal Form by Nonprofit. If Sponsor would like to repeat the Event, Sponsor must submit a new proposal.
- 2.5 Events must complement the mission and image of Nonprofit. Sponsors or Events that conflict with the mission or values of Nonprofit are not permitted.
- 2.6 Nonprofit may, in its sole discretion, deny applications that do not complement its mission and objectives and refuse funds raised at unapproved Events.
- 2.7 Nonprofit may withdraw approval for the Event, before or during the Event, if, in its sole discretion, Nonprofit determines that the Event is or will be harmful to Nonprofit.

### **Section 3. Requesting Donations for the Event**

- 3.1 If Sponsor plans to target specific donors, Sponsor must provide Nonprofit with a list of targeted donors on the Fundraising Event Proposal Form and must obtain prior written approval from Nonprofit before approaching specific donors. Please remember that some individuals and businesses already support Nonprofit and may not wish to make additional donations.

### **Section 4. Gaming Events**

- 4.1 Georgia has strict regulations governing raffles and gaming events carried out for charitable purposes. Sponsor may not organize an Event that includes lotteries, gambling, fortune telling and raffles/drawings.
- 4.2 Only Nonprofit is permitted to obtain the required gaming licenses, and Nonprofit will not obtain any required gaming licenses on behalf of Sponsor.

### **Section 5. Marketing and Promotion**

- 5.1 The Event may not be represented as an event sponsored or organized by Nonprofit.
- 5.2 Promotions for the Event must reflect Nonprofit as a beneficiary (i.e. “proceeds from XYZ Golf Tournament will benefit Wellspring Living, Inc.”).
- 5.3 All promotional materials related to the Event, and any information that will be distributed, published or sent out by Sponsor using the Marks (as defined in Section 6 below), must be consistent with Nonprofit’s Style Guide and reviewed and approved by Nonprofit in writing prior to distribution (e.g. social media, flyers, press releases, tickets, brochures, posters, etc.).

- 5.4 All references to Nonprofit in publicity and promotional materials for the event or promotion must refer to Nonprofit as, “Wellspring Living, Inc.”
- 5.5 Sponsor must maintain high standards in promoting, producing and conducting the Event, for the protection and enhancement of Nonprofit and the goodwill associated with it.

#### **Section 6. Marks and Logo**

- 6.1 Sponsor acknowledges that Nonprofit’s written materials, logo, trademarks, photos (collectively the “**Marks**”) are the sole property of Nonprofit.
- 6.2 If (and only if) Nonprofit approves the Event, Sponsor will be granted a revocable, non-exclusive, non-assignable license to use the Marks solely in connection with the Event.
- 6.3 Sponsor’s use of the Marks must not in any way diminish or be injurious to the value of the Marks.
- 6.4 Sponsor’s use of the Marks will not create in its favor any right, title, proprietary rights, or interest in the Marks.
- 6.5 The term of the license granted will be from the date Nonprofit approves Sponsor’s proposal in writing until the ending date of the Event as provided by Sponsor on the Fundraising Event Proposal Form. Nonprofit retains the right to terminate the license, at any time, if it determines, in its sole discretion, that the Event or Sponsor’s use of the Marks is or will likely be injurious to the Marks.
- 6.6 Sponsor must not: (a) alter the Marks in any way; (b) sublicense the Marks to any other person; (c) use the Marks in connection with any telemarketing or door-to-door solicitations; or (d) use the Marks in conjunction with terminology that is contrary to Nonprofit’s mission.
- 6.7 Sponsor agrees to submit a proof for approval prior to distribution, broadcast, or publications of all printed materials, publicity releases, social media, and advertising relating to any Event, which mentions or contains “Wellspring Living, Inc.”. Send all proofs via email to: sbterry@wellspringliving.org.

#### **Section 7. Event Expenses**

- 7.1 Expenses incurred for conducting the Event are the responsibility of the Sponsor. Nonprofit will not be liable for any costs or expenses.
- 7.2 Nonprofit will not reimburse Sponsor for the purchase of goods for the Event. No goods may be charged to Nonprofit for any reason.

#### **Section 8. Management of Event Proceeds**

- 8.1 Bank accounts may not be opened in the name of Nonprofit for any reason.
- 8.2 Checks must be made payable to: Wellspring Living, Inc.
- 8.3 Checks must be gathered and delivered, with a list of all checks clearly stating whom each is from, to Wellspring Living, Inc. at 1040 Boulevard, Suite M, Atlanta, GA 30312.
- 8.4 Only checks payable to Nonprofit will be provided with a tax-deductible acknowledgement letter in accordance with IRS and state tax regulations.
- 8.5 When applicable, Sponsor must promptly submit to Nonprofit appropriate documentation from individuals and/or businesses regarding their financial donations.
- 8.6 Sponsor must provide Nonprofit with all of the net proceeds from the Event, to which Nonprofit is entitled pursuant to the Fundraising Event Proposal Form, within 30 days after the Event.
- 8.7 If requested by Nonprofit, Sponsor must provide a written accounting setting forth the total amount raised by the Event and the total expenses incurred, including an itemization and supporting documentation for any expenses in excess of \$200, within 30 days after the Event. Nonprofit may audit the Event revenues and expenses, upon request to Sponsor.

#### **Section 9. Indemnification and Liability**

- 9.1 Nonprofit will not assume any legal or financial liability associated with the Event, nor will it indemnify Sponsor or any party involved in the Event for any liability, damage, expense or other costs arising out of or in any manner related to the Event.
- 9.2 Sponsor must indemnify, defend and hold Nonprofit and any of its employees, directors, officers, representatives, agents, and volunteers harmless from and against any liability, damage, expense or

other costs arising out of or in any manner related to the Event, including, but not limited, to any injuries sustained by Event volunteers or participants related to the Event.

- 9.3 To avoid inadvertently jeopardizing existing relationships between Nonprofit and its donors, the Sponsor agrees to receive approval from Nonprofit before directly soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the Event. All requests must be submitted prior to solicitation of said entities.

**Section 10. Miscellaneous**

- 10.1 Nothing in these Protocols will be construed as authorizing Sponsor, or any of its employees or representatives, to act as an agent of Nonprofit, nor will these Protocols create a joint venture, partnership or other similar relationship between Nonprofit and Sponsor, and no such relationship will be established by Sponsor's written acceptance of these Protocols.
- 10.2 Sponsor must: (a) comply with all applicable federal, state and local laws during the planning, promotion and conduct of the Event, including, but not limited to, all IRS regulations applicable to the Event; (b) obtain all necessary insurance and requisite licenses and permits for the Event; and (c) maintain all necessary licenses, insurance and permits in full force during the Event.
- 10.3 Sponsor will secure volunteers and staff required to operate the activity. If Sponsor desires Nonprofit to provide any volunteers, Sponsor should indicate that in the Event Proposal Form.

PLEASE SIGN ACCEPTANCE OF FUNDRAISING PROTOCOLS ON FOLLOWING PAGE  
(to be returned with Fundraising Event Proposal Form)

## Acceptance of Fundraising Protocols

I/we have read the Third-Party Fundraising Protocols for Wellspring Living, Inc. (“**Nonprofit**”) and agree to follow them and any additional terms agreed to in writing with Nonprofit in connection with this Event for its benefit. By publicly advertising Nonprofit as the recipient of proceeds for this Event, I/we accept the obligation to provide the full amount of the indicated proceeds to Nonprofit.

***Note: The Fundraising Event Proposal Form and Acceptance of Fundraising Protocols do not become effective until signed by an authorized representative of Nonprofit.***

Submitted by:

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title/Organization)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Accepted by Wellspring Living, Inc.

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title/Wellspring Living, Inc. )

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Please return (via email) completed  
Fundraising Proposal Application Form AND Acceptance of Fundraising Protocols to:

Kimberly Pritchett  
Special Events & Donor Relations Manager  
[kpritchett@wellspringliving.org](mailto:kpritchett@wellspringliving.org)

**Fundraising Event Proposal Form**  
**Wellspring Living, Inc.**

1. Name of Person/Group sponsoring fundraiser: \_\_\_\_\_
  
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
  
3. Contact person: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email: \_\_\_\_\_
  
4. Alternate contact person: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email: \_\_\_\_\_
  
5. Please give a brief description of the event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Date and time of event: \_\_\_\_\_  
If a multi-day event, ending date of event: \_\_\_\_\_
  
7. Location(s) of event: \_\_\_\_\_  
\_\_\_\_\_
  
8. Describe how the event will be publicized: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
9. Estimated number of attendees/participants: \_\_\_\_\_
  
10. How will the revenue be generated? If you intend to directly solicit sponsors, please provide a list of potential sponsors you are interested in reaching out to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Please attach a proposed budget for your event. Be as specific as possible.
12. What percentage of your estimated net proceeds will be contributed to Wellspring Living? \_\_\_\_\_%  
 If less than 100%, what other organization(s) will share in the net proceeds? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
13. Would you like to request Nonprofit volunteers for this Event?\* \_\_\_\_\_  
 If yes, how many? \_\_\_\_\_  
*\* Please note that Nonprofit cannot guarantee volunteers and encourages Sponsor to provide its own volunteers.*
14. Please provide any additional information deemed necessary after your review of the Third-Party Fundraising Protocols.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please attach signed Acceptance of Fundraising Protocols with your Fundraising Event Proposal Form.

Your Fundraising Event Proposal will be reviewed and a response will be provided within 14 days of receipt.

Thank you for your partnership!

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Sponsor

**\*\*\*\*\*Wellspring Living, Inc. Use Only\*\*\*\*\***

**PRE EVENT:**

Name of Person/Group sponsoring fundraiser: \_\_\_\_\_

\_\_\_\_\_

Date application received: \_\_\_\_\_

Approved \_\_\_\_\_ Declined \_\_\_\_\_ Date \_\_\_\_\_

Comments:

Signature: \_\_\_\_\_

**POST EVENT:**

Amount received: \$ \_\_\_\_\_ Date \_\_\_\_\_

Comments:

Signature: \_\_\_\_\_