

# Avivara LIFE Event Organizer Guidelines/Agreement:

## Event Naming

Events conducted on behalf of Avivara should be advertised with the name, “**Avivara – Improving Education in Guatemala.**” The use of the name **Avivara** or any and all Avivara marks/brands/logos may not be used other than for the express purposes of raising funds to benefit Avivara and its programs.

## Conduct & Decorum

Each Avivara LIFE event is to be administered in a manner that reflects positively on the image of Avivara. No conduct which is unlawful or deemed offensive by Avivara shall be associated with any event benefiting Avivara. Avivara reserves the right to withdraw its endorsement of any Avivara LIFE event it deems offensive. Avivara also reserves the right to refuse any fundraising proceeds from an Avivara LIFE event deemed offensive.

## Fiscal Policy

*Generally, expenses for an Avivara LIFE event should **not** be recorded in Avivara’s accounting system. Only the net revenue (revenue less expenses) should be processed by Avivara upon receipt of funds collected directly by the LIFE event organizer. In addition, the event’s organizer may not set up a temporary bank account in Avivara’s name or process credit card gifts. The organizer may not use Avivara’s taxpayer identification number or assert exemption from state sales and use taxes under Avivara’s name.*

*In addition:*

- ✓ *All online/credit card donations must go through the Avivara website and Paypal.*
- ✓ *All donations paid by check should be made payable to Avivara and sent as part of the post-event reporting structure.*
- ✓ *The donor’s email address should be written clearly on the check.*
- ✓ *All cash receipts must be converted into check form by the event organizer. Do not mail cash or coin to Avivara.*

*For ticketed events (i.e. dinners, shows, race events, etc.) which have a fee associated with them, the organizer cannot charge in excess of \$75 per participant, due to IRS rules/regulations. If an event would find it necessary to charge in excess of \$75 please contact Gary Teale at [gary.teale@avivara.org](mailto:gary.teale@avivara.org) for additional requirements necessary to meet IRS rules/regulations.*

Within 7 days or on an agreed upon date following the event, the organizers will complete and submit an [Event Donations Summary Form](#) and all offline donations (checks) via the U.S. Postal Service to the Avivara Corporate Treasurer at the following address:

Avivara  
7202 33<sup>rd</sup> NW  
Seattle, WA 98117

### **Events Involving Gambling: Raffles, Bingos & Vegas Nights**

Because of the complexity of IRS regulations and registration/reporting requirements of local government taxing authorities, Avivara does not recommend fundraising events such as major raffles, bingo nights, Vegas nights, etc. that are **open to the general public**. (Small raffles to co-workers, or neighborhood groups are not a problem.)

### **SAFETY OF PARTICIPANTS IN EVENTS**

#### **Event Safety**

All events should be conducted with the safety of the participants in mind, but special attention must be paid to the safety of any minor participating in an event. Avivara is not responsible for the safety of participants in any LIFE event. If any event poses any potential risk to the health or safety of a participant, e.g., walkathon, marathon, triathlon, we highly encourage the organizer to obtain a written and signed waiver of release of liability from each participant as a condition of participating in the event. The waiver must also release Avivara from any claim for liability resulting from the individual's participation in the event.

#### **Liability Insurance**

Avivara does not carry liability insurance. Avivara will not provide specific local event insurance nor will Avivara name third parties as additional insured. If such insurance is necessary or required it is the **responsibility of the event organizer** to provide the necessary insurance at the levels required by the local parties.

#### **Indemnity**

Organizers of the event agree to indemnify and hold harmless Avivara, its affiliates, officers, employees, agents, representatives, contractors and licensees from and against all claims, losses, damages, liabilities and expenses, including reasonable attorney's fees, arising out of or occasioned by any act or omission of event organizer, or its officers, partners, employees, agents, volunteers, contractors, licensees, guests, invitees, or attendees, in connection with the Avivara LIFE Event.

## **Independent Contractors**

The LIFE event organizer and Avivara are independent. Nothing in any event agreement shall be construed to constitute a partnership, joint venture, or agency relationship between the parties.

## **Legal Requirements**

Avivara LIFE events and their organizers must comply with all relevant state and federal laws.

## **Agreement**

As an organizer of an Avivara LIFE event benefiting the programs of Avivara, I/We have read this Agreement and agree to its terms and conditions. I/We agree to follow the guidelines outlined in this agreement and any other requirements from Avivara in regards to my/our event.

If you have any questions about this agreement, or would like further information from Avivara, please [Contact Us](#) on our website, or email us at [avivara@avivara.org](mailto:avivara@avivara.org).