



KW Cares Fundraiser Agreement

Email to kwcares@kw.com or Fax to: 435-514-2229

Contact Information

Chairperson Name/Title:	Co-Chair Name/Title:
MC (or Region) Number and Name:	
Address:	
City, State, Zip:	
Email:	
Phone:	Fax:

Event Information

Type of Fundraiser:	Date:
List all activities planned:*	
Will you solicit sponsorships?	Location:
Estimated Attendance:	Cost per Individual:
Estimated Gross Proceeds:	
Estimated Direct Costs:	
Estimated Net Proceeds:	

The _____ Market Center (or Region), hereby requests the use of the Keller Williams Realty Cares (KW Cares) name for an independent, third-party-sponsored fundraising event with the understanding that **100 percent of the proceeds will be donated to KW Cares**. KW Cares is an organization described in Section 501(c)(3) of the Internal Revenue Code and is located in Austin, Texas. KW Cares grants Market Center (or Region) the right to use the KW Cares name for an independent, third-party-sponsored fundraising event with the understanding that **100 percent** of the proceeds will be donated to KW Cares.

As this is an independent fundraiser, Market Center (or Region) agrees and understands that the planning and implementation of the event are the sole responsibility of Market Center (or Region). Market Center (or Region) will be liable to pay any expenses incurred in excess of gross proceeds from the event.

___ **Gaming Activities:** KW Cares does not permit fundraising activities that include gaming for profit, goods or services, including but not limited to poker, casino nights, raffles, bingo, etc.

___ **Liability Insurance:** KW Cares shall be held harmless from any liability in connection with the fundraising event. If the Market Center’s (or Region’s) general liability insurance policy does not cover this event, liability insurance coverage must be purchased and proof of insurance submitted to KW Cares.

___ **Disclosure:** Market Center (or Region) agrees that it will disclose to contributors and sponsors of the event that KW Cares is an organization described in Section 501(c)(3) of the Internal Revenue Code and that contributions, **less the value of any benefits received in exchange for such contributions**, are tax deductible to the extent allowed by the Internal Revenue Service (IRS) Regulations.

___ **Disclosure Statement:** Market Center (or Region) agrees to submit for approval to KW Cares a disclosure statement specific to the contributions (including sponsorships) that will be made as a result of this event. The

approved disclosure statement must appear on all promotional or other materials reflecting the cost of participating in the event (see examples** on p. 2). Failure to do so subjects KW Cares to fines levied by the IRS. Market Center (or Region) agrees that the approved disclosure statement shall be provided to all event contributors.

Management of Event Funds and Reconciliation: Market Center (or Region) understands that for KW Cares to issue receipts, all checks for sponsorships, fees, tickets and donations must be made payable to KW Cares, and that checks to KW Cares must not be deposited in Market Center (or Region) accounts. Gross receipts must be received by KW Cares. In the case of major fundraisers such as golf tournaments or galas, etc., KW Cares, in its sole discretion, will work with the Market Center (or Region) to pay deposits and expenses. Minor expenses are to be covered by the Market Center (or Region) and will be reimbursed upon receipt of a completed **KW Cares Event Reconciliation Form**, which can be downloaded from the KW Cares Website www.kwcares.org. Receipts for all expenses must be submitted to KW Cares with the reconciliation. Market Center (or Region) agrees that the complete reconciliation of the event will be submitted to KW Cares within 30 days of the event. Market Center (or Region) will be liable to pay any expenses incurred in excess of gross proceeds from the event.

Receipts: Market Center (or Region) understands, acknowledges and agrees that receipts for tax deductible donations as allowable by law are to be issued **only by KW Cares** in Austin. Market Centers (or Regions) may not issue any receipts.

Marketing: Market Center (or Region) agrees that all event marketing materials (including tickets) using the KW Cares name and/or logo will be submitted to and authorized by KW Cares prior to any use of the name/logo. The logo's appearance may not be altered.

Promotion: Market Center (or Region) agrees that this event will not be used to promote an agent's, Market Center's (or Region's) business, to secure listings, to recruit associates or to promote a political agenda or candidate for office. Market Center (or Region) agrees the event will be limited exclusively to raising money for KW Cares and will be promoted as a charitable event, and not a commercial one. Market Center (or Region) agrees that KW Cares will be promoted as a charitable organization and not as a benefit or potential benefit of working for a Keller Williams organization or as an agent.

*Please include all aspects of the event. Examples: (#1) the golf tournament will be followed by a dinner. The cost of the dinner is an additional \$35 (or included). (#2) Live and silent auctions will be conducted at the gala. Please provide details on a separate sheet if needed.

** Example of a disclosure statement: *Please note that only the portion of your contribution that exceeds the value of any benefits received is tax deductible as allowable by law.*

Provide the **Disclosure Statement** for your event: _____

I understand and agree to these terms and accept responsibility for the conduct of this event and the timely reconciliation (within 30 days) of this fundraiser.

Event Chair Signature Date

I authorize this fundraiser on behalf of MC (or Region) and agree to the terms herein.

TL/OP/(RD) Signature Date

I authorize this fundraiser on behalf of KW Cares.

KW Cares Signature Date

Please contact KW Cares at 512-327-3070 or kwcares@kw.com if you have any questions.