



# Third Party Events Terms and Conditions

For Third Party Events held on behalf of the Epilepsy Foundation Eastern Pennsylvania

Please read and sign below to indicate your understanding of these terms and conditions:

This is a letter of agreement between the Epilepsy Foundation Eastern Pennsylvania and

\_\_\_\_\_ (Third Party)  
who wishes to organize a special event (Third Party Event) with proceeds going to the Epilepsy Foundation Eastern Pennsylvania (EFEPA).

1. The EFEPA will not cover expenses or assume any legal or financial liability associated with the Third Party Event. Expenses shall be covered by Third Party and be reimbursed from revenue obtained from the Third Party Event. These expenses should be no higher than 25% of gross revenue received by the Third Party from the Third Party Event. Exceptions may be made on a case-by case basis.
2. The EFEPA authorizes the Third Party to use its name or logo in communications to the media or public upon obtaining prior written approval from the EFEPA.
3. The Third Party shall obtain all necessary governmental or required permits and liability and workmen’s insurance of sufficient coverage not less that One Million Dollars per claim and Two Million Dollars aggregate for the Third Party Event, and for the specific event location of the event. A certificate of insurance, naming EFEPA as an additional insured, shall be provided to EFEPA prior to the event, and is a condition precedent to EFEPA’s authorization to use its name, logo, or in any way become associated with the Third Party Event or the Third Party.
4. The EFEPA is not responsible for any accidents, injuries or damages that may occur to persons or property during the course of the event, or are related to the event. The Third Party agrees to hold harmless and indemnify the EFEPA, its agents, servants, workmen and/or employees, from any claims, suits, causes of action, joinders, damages, costs, contributions, or demands, of whatsoever kinds, which may arise, as a result of or in any way connected to, the Third Party Event. If any claims, suits, causes of action, joinders, damages, costs, contributions, or demands do occur then the insurance policy that the Third Party obtains for the event shall be used to insure and pay all losses.
5. Proceeds from the Third Party Event, after payment of expenses, together with all related financial reports, ledgers, or other supporting documentation, shall be provided to the EFEPA within 30 days of the event. The EFEPA retains the right to verify these financial reports, and audit the Third Party or its agents in connection with these financial reports.
6. Any written, printed, promotional, or internet materials created for the Third Party Event require prior written approval from the EFEPA before production, distribution or publication. This includes, but is not limited to, invitations, press releases, newspaper or newsletter articles, websites, merchandise, electronic transmissions, or other communications.

<p>For Foundation Use ONLY  Date Approved: _____ Approved by: _____</p>
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7. The EFEPa negotiates with many different financial underwriters or sponsors for our own events. We require all Third Parties to inform us of the identities any sponsors the Third Party obtains, and the Third Party's efforts to recruit financial underwriters or sponsors. This will ensure that there is no duplication of efforts to obtain financial underwriters or sponsors.
8. In connection with any sporting events that constitute the Third Party Event, the EFEPa requires that the Third Party obtain prior to allowing anyone to participate in the Third Party Event a signed waiver form, signed by the participant or parent if the participant is a minor, waiving any claims, demands, or lawsuits for financial loss, harm, physical or emotional injury or loss. The Third Party agrees to hold harmless and indemnify the EFEPa, its agents, servants, workmen and/or employees, from any said claims or losses.
9. While the EFEPa may be able to provide guidance for the Third Party Event, we do not have the personnel to handle administrative and planning tasks of Third Party Events. The EFEPa shall not supervise the Third Party Event. These tasks may include distributing invitations, compiling RSVP's and donations, selling tickets, contacting vendors, printing, etc.
10. If the EFEPa has any concerns about the way that the event is being planned, implemented, or run and such concerns are not immediately cured by the Third Party to the satisfaction of the EFEPa, the EFEPa has the right to cancel this agreement and the Third Party Event by giving the Third Party 24 hours notice prior to the Third Party Event. The EFEPa shall not be responsible for any financial or other damages or expenses that may result from such cancellation.
11. Once the Third Party Agreement has been filled out and submitted to the EFEPa it will be presented to a committee who will give approval to satisfactory Third Party Events.
12. It is hereby acknowledged by the Third Party that by signing this agreement the Third Party fully understands the Terms and Conditions and agrees to them.

**Name of Applicant:** \_\_\_\_\_

**Company Name (if appropriate):** \_\_\_\_\_

**Date submitted:** \_\_\_\_\_

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

**Event Name:** \_\_\_\_\_

**Event Date:** \_\_\_\_\_

Please complete and return to the  
Epilepsy Foundation Eastern Pennsylvania, 919 Walnut Street, Suite 700, Philadelphia, PA 19107  
For questions please call Julia Greenberger at 215-629-5003 x107

For Foundation Use ONLY Date Approved: _____ Approved by: _____
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