

Hamilton Community Foundation

POLICY: THIRD-PARTY EVENTS	NUMBER: 4.3	PAGE: 1 of 13
Section: Asset Development		
ESTABLISHED: April 25, 2012	REVISED/REAFFIRMED: November 18, 2025	SUBJECT TO REVIEW: Every Three Years

Preamble

Hamilton Community Foundation (HCF) is committed to increasing access to giving options for donors and increasing our impact in the community through granting. The interest of some donors to build their funds at HCF and increase their granting through fundraising events and promotion prompted a past review and evaluation of HCF's ability to accommodate this and ultimately the development of this policy to govern such third-party fundraising events.

Events of this type bring both risks and opportunities, with primary consideration being given to potential liability, reputational risk to HCF, harm to community through association with third-party events and increased access to giving and granting.

This policy goes hand-in-hand with the Third-Party Event Agreement (Appendix 1) and is intended to:

- Assist HCF staff and volunteers in understanding issues associated with third-party events related to liability, reputational risk and opportunities.
- Provide a framework to describe under which circumstances third-party events on behalf of funds at HCF will be permitted and in what instances they will not be allowed.
- Detail the roles and responsibilities of the third-party fundraisers and HCF for the administration of these events.
- Set out the process through which third-party event agreements will be reviewed and assessed by HCF and detail an exit strategy to be used as required (as described in the Third-Party Event Agreement).

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Policy Statement

This policy works to embed Hamilton Community Foundation’s vision, mission and values into the organization’s third-party events. In addition, this policy works to align with HCF’s Declaration of Action on Truth and Reconciliation, and Equity Statement, reflecting our public commitments to equity, Reconciliation, accessibility, anti-oppression and mitigating and addressing harm.

Third-party events are fundraising events that benefit a charitable cause but are planned by an individual or group in the community who is not employed or contracted by the charitable organization to do so. For the purposes of HCF, third-party events will only be approved if the event holder/applicant (referred to herein as the “Applicant”) is a current donor, with proceeds from the event being directed to a fund at and established by HCF. The purpose(s) and implementation of the third-party event must align with HCF’s vision, mission and values.

This policy is only applicable to events that have a stated purpose to raise money and/or other events planned by an individual, family or company that has a fund at HCF. Other events, such as fundraising for a prospective fund at HCF or for another organization may be considered, in accordance with HCF’s 4.2 Donation Acceptance Policy.

This policy includes third-party event procedures, responsibilities, evaluation, exit strategies, acknowledgement and an appendix with the Third-Party Event Agreement.

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PROCEDURES

The following are meant to ensure that events are well thought out, transparent and mitigate risk to the extent possible.

- 1. Third-Party Event Agreement** – Each donor interested in organizing a new or recurring fundraising event with proceeds directed to HCF must complete a Third-Party Event Agreement to be approved by Vice-President, Philanthropic Services.
- 2. Tax Receipts** – Most donations at events are made online through links or QR codes and are subject to regular donation processing and receipting. Event organizers may request that charitable tax receipts be provided by HCF to cash or cheque donors. Organizers must specify at least one month in advance of the event if they would like to provide tax receipts for their event and this must be pre-approved by HCF and comply with Canadian Revenue Agency (CRA)'s policy regarding tax receipts. HCF reserves the right to make a final decision of whether a tax receipt will be issued for any donation according to the CRA and HCF's Donation Acceptance Policy.
- 3. Media and Event Promotions** – Event organizers must abide by the guidelines for correct use of HCF name and logo. Organizers must share media or social media promotion plans with HCF at least one month prior to their event for approval. HCF reserves the right to withdraw the use of its name, logo and/or to decline any event proceeds.
- 4. Costs Associated with Events** – HCF will not incur new costs on behalf of a third-party event or its organizer(s) outside of costs associated with accepting and processing donations. Staff time leading up to the event and/or at the event may be considered as part of donor services, with HCF reserving the right not to provide these services.

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5. **Licenses and Fees** – Events requiring licenses and fees must conform to applicable government regulations at all levels. The cost and application for which shall be the responsibility of the Applicant.
6. **PIPEDA & Ethical Fundraising** – All event associated activities must comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and HCF’s 4.1 Financial Accountability, Ethical Fundraising and Donor Relations Policy and Privacy Policy.
7. **Liability and Insurance** – HCF is not liable or responsible for any injury, loss, death, or damages which may occur at, in preparation of or as a result of any third-party event. Individual third-party event volunteers should confirm they have their own Personal Liability insurance should they accidentally cause an injury or property damage while volunteering for an event. For organizations fundraising on behalf of a fund at HCF, proof of a \$5 million commercial general Liability policy is required. A single Special Event policy may also be available for purchase. Third-party event organizers will sign an indemnity clause releasing HCF, its officers, directors and employees from any liability associated with their event, indemnifying and holding them harmless from all such liabilities, losses, claims, damages and costs. HCF will not coordinate or place insurance for third-party events.
8. **Termination of Agreement** – The Third-Party Event Agreement for both HCF and the event organizers will outline the means of terminating the agreement and event.

RESPONSIBILITIES OF HCF

- a. Partner with third-party events that align with our commitments to equity, Reconciliation, accessibility and community benefit. Staff will undertake due diligence to ensure HCF does not endorse events that create barriers to participation, reinforce harmful narratives or do not follow HCF’s 4.2 Donation Acceptance Policy.

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- b. Provide clear expectations to third-party organizers, ensuring that HCF's role is supportive, not operational, and that organizers understand they must resource events adequately.
- c. Provide appropriate acknowledgements to donors in a timely fashion upon receipt of all donations.
- d. Manage the donations from donors, other contributors and sources, once received by HCF.
- e. Apply the donations, income and principal to charitable uses and for directed funds, to that cause, in accordance with HCF's governing documents.
- f. Determine any additional administration fees for HCF support to the event and communicate this to the event organizers in advance for remittance or deduction from donation proceeds.
- g. Review and approve communications related to the event to ensure alignment with HCF and public community commitments.
- h. Ongoing evaluation of each third-party event to ensure compliance with this policy and the Third-Party Event Agreement. If there is evidence of non-compliance, HCF will exercise its right to terminate the agreement and/or seek damages arising from non-compliance.

RESPONSIBILITIES OF THE FUNDRAISING GROUP/INDIVIDUAL(S)

The fundraising group/individual(s) is responsible for the third-party event and all related matters, including but not limited to:

- a. Consult and ideally partner with any communities that the event is directly raising money for.

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- b. Demonstrate that the event adheres to accessibility standards, such as physical accessibility, affordability and inclusive language.
- c. Share event communications with HCF in advance of sharing publicly, to ensure the words and images do not create harm to community and follow HCF branding standards.
- d. Payment of all related costs and expenses.
- e. Compliance with all laws having application thereover.
- f. Reporting and other requirements of every kind such as licensing, tax payment and liability insurance.
- g. Maintenance of appropriate financial controls and records related to the third-party event, including retention of same for seven (7) years after the event.
- h. Obtaining and providing HCF with all requested fundraising records for the third-party event.
- i. When requesting HCF to issue tax receipts for cash or cheque donations, to provide HCF with the complete donation information and accounting of the event to calculate donor benefit, including sponsorship advantages and a copy of the report to CRA.

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ONGOING EVALUATION AND EXIT STRATEGY

If it is determined that permitting donors to organize third-party events no longer advances the vision, mission and values of HCF, no longer serves the objective of the fund's purpose, or is no longer within the capacity of HCF resources to manage, HCF staff will no longer offer third-party event support and may terminate such events in accordance with this policy or the Third Party Event Agreement. Such decisions might also be made to increase HCF's capacity to begin new third-party partnerships.

ACKNOWLEDGEMENT

A copy of the signed Third-Party Event Agreement will be maintained as part of the relevant fund or donor file.

OTHER RELEVANT POLICIES AND PROCEDURES

Third-Party Agreement

HCF Brand Guidelines and logo usage

Asset Development Policies, including Donation Acceptance Policy and Establishment and Operation of a Fund Policy

Governance Policies, including Complaints Policy, Privacy Policy, and Conflict of Interest Policy

Related policies across the organization, including Community Leadership, Community Relations, Finance & Administration, Human Resources, and Granting

Hamilton Community Foundation Third-Party Event Agreement

Introduction

Thank you for your interest in hosting an event in support of a fund at Hamilton Community Foundation (HCF). We appreciate and understand the complexities involved in organizing events and aim to support your initiative. The purpose of this Agreement is to protect both parties involved throughout the duration of your third-party event. It is also important to ensure that any legal obligations are understood and upheld.

We encourage you to read the following information carefully and complete the Agreement in as much detail as possible. If you need further clarification, please don't hesitate to contact HCF at 905-523-5600. This Agreement will be evaluated by HCF on its appropriateness, feasibility, practicability and potential liability concerns before signing.

Most donations for events are provided online through links or QR codes. However, event organizers may request HCF to provide charitable tax receipts for cash or cheque donors. Organizers must specify if they would like to provide tax receipts for their event at least one month in advance of the event and this must be pre-approved by HCF. HCF reserves the right to make a final decision of whether a tax receipt will be issued according to the Canada Revenue Agency (CRA) and HCF Donation Acceptance Policy.

1. General Contact Information

Group/Company name: _____
Contact Person: _____
Bus. Phone: _____ Home or Cell Phone: _____
Mailing Address: _____
City: _____ Province: _____
Postal Code: _____
Email: _____
Website: _____

2. General Event Information

Event Name: _____
Date: _____ Start Time: _____
End Time: _____
Event Location and Address: _____

Briefly Describe the Event: _____

Please specify which fund at HCF you wish to support through this third-party event:

3. Tax Receipts

Will you require tax receipts for this third-party event? YES NO

Often, donations at events are made online through links or QR codes and are subject to regular processing and receipting. However, should cash or cheques be collected, event organizers may request charitable tax receipts for donors at their events. Offering tax receipts must be pre-approved by HCF at least one month in advance of your event. Additionally, under CRA guidelines, for gifts to be eligible for income tax receipting in any given calendar year, HCF must receive the gift by the last day of December, or the gift must be postmarked prior to or on December 31st.

All money, records and requests for charitable donation receipts should be submitted to HCF within 30 days of the event. Donation information must be provided to HCF in the spreadsheet template that will be provided to you upon approval of this Agreement.

All donations will be accepted and processed in accordance with HCF's Gift Acceptance Policies (available on our website at <https://www.hamiltoncommunityfoundation.ca/about/financials-and-policies>).

HCF must follow current Canada Revenue Agency (CRA) rules and can issue tax receipts only to individuals where the amount paid, less any advantage provided to the donor, will be the eligible amount of the gift. If you are providing advantages to donors, you will be required to provide a full accounting of the event to verify the eligible tax receipt value. Purchases of raffle tickets, event admission tickets and event registration fees, green fees and live and silent auction items are NOT eligible for tax receipts. Sponsorships are not eligible for a full tax receipt. Sponsorships will not receive a tax receipt or will only receive a partial receipt based on a detailed advantage breakdown provided. A sponsor usually receives some advertising, marketing or promotional value for its sponsorship, and therefore cannot receive a full tax receipt.

HCF reserves the right to make a final decision of whether a tax receipt will be issued and the gift value of the receipt, based on information provided by the Applicant.

4. Media and Event Promotions

Are you planning to contact the media about this Third-party event? YES NO

Do you plan to promote this Third-party event through social media? YES NO

The correct usage of HCF's name and logo is very important. HCF must approve all materials being submitted to the media or using the HCF name and/or logo. HCF staff members are

available to work with you to approve the usage in advance of production of any materials, and to ensure all standards for brand guidelines are achieved. HCF also reserves the right to withdraw the use of its name and/or to decline an event's proceeds.

5. Other Considerations

- HCF will incur no costs on behalf of a third-party event or its organizer(s).
- All third-party event staffing, expenses and organization will be the responsibility of the organizer(s), not HCF.
- The third-party event must be consistent with HCF vision, mission and values, Declaration of Action on Truth and Reconciliation, and Equity Statement, and HCF reserves the right not to participate.
- All fundraising materials should make clear, where applicable, that the funds are being raised on behalf of/in support of a fund held at HCF rather than by HCF for its discretionary use.
- It is important to ensure clarity for donors of how funds will be used, including if the funds will be distributed to charitable organizations immediately, over a certain period of time, or endowed. Any communication to donors about the use of their donations must align with the use of the funds. Please note that granting from event proceeds may have an impact on the fees charged by HCF for this (on a recovery basis).
- Third-party event requirements involving licences and fees must conform to applicable government regulations at all levels.
- HCF does not endorse/support and cannot accept proceeds from third-party events that are not able to be licensed, specifically, gaming events such as gambling, etc.
- All third-party event-associated activities must comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and HCF's Privacy Policy, Donation Acceptance Policy and Policy on Ethical Fundraising, Financial Accountability and Donor Relations (available at <https://www.hamiltoncommunityfoundation.ca/about/financials-and-policies/>)
- HCF does not rent, share or sell any of our contact information. Donor names and donation amounts will only be shared with event organizers if this is communicated to donors with instructions on how to opt out.
- Third-party event organizers are expected to respect the policies and procedures of Hamilton Community Foundation and, in particular, the privacy of donor information. Any breach related to donor information and privacy will result in immediate termination of the Agreement or review of future events.
- HCF is not in any way liable or responsible for any injury, loss or damages which may occur as a result of the third-party event.
- Neither HCF nor its employees, directors or volunteers will serve, deliver or manage alcohol or other regulated substances for the event.
- Organizer(s) understand that HCF's auditors may request verification of revenue from third-party events.
- Individual third-party event volunteers should confirm they have their own Personal Liability insurance should they accidentally cause an injury or property damage while volunteering for

an event. A single Special Event policy may also be available for purchase from the event space owner or coordinator. HCF does not provide such insurance.

- For organizations fundraising on behalf of a fund at HCF, proof of a \$5 million commercial general Liability policy is required.

6. Breakdown of Responsibilities

Responsibilities of Hamilton Community Foundation

- Provide appropriate acknowledgements to donors in a timely fashion upon receipt of all gifts.
- Manage donations from donors, other contributors and sources once received by HCF.
- Apply the donations, income and principal to charitable uses, in accordance with the objects, policies and procedures of HCF.
- Ongoing evaluation of each third-party event to ensure compliance with HCF's Third-Party Events Policy and the Third-Party Event Agreement. If there is evidence of non-compliance, HCF will exercise its right to terminate the Agreement.

Responsibilities of the fundraising group/individual(s)

The fundraising group/individual(s) is responsible for the third-party event and matters related to it including:

- Consult and ideally partner with any communities that your event is directly raising money for.
- Demonstrate that the event adheres to accessibility standards, such as physical accessibility, affordability and inclusive language.
- Payment of all related costs and expenses.
- Compliance with laws.
- Reporting and other requirements of every kind such as licensing permitting, tax payment and liability insurance.
- Maintenance of appropriate financial controls and records related to the third-party event.
- Obtaining and providing HCF with all requested fundraising records for the third-party event.
- When requesting HCF to issue tax receipts for cash and cheque donations, provide HCF full accounting of the third-party event, for the purposes of tax receipting when there are advantage amounts.
- Any losses incurred by third-party events.
- When requesting HCF to issue tax receipts for cash or cheque donations, to provide HCF with the complete gift information (using the spreadsheet template provided).
- Have participants sign the HCF third-party event waiver.

7. Termination of Agreement by Hamilton Community Foundation

Notwithstanding the acceptance of the Agreement and provisions of the foregoing, this Agreement may be terminated by HCF at any time before the third-party event has occurred if

HCF determines in its absolute discretion that the continuation of the planning and/or completion of such third-party event and conduct associated with same, will adversely affect HCF, its reputation, health and safety of its employees, volunteers, personnel or that of attendees, or would be unlawful to proceed with the event. HCF will not be responsible for any costs incurred by the _____ party.

(Group/Company planning the event)

8. Termination of Agreement by Both Parties

It is agreed among the parties that one, both, or all parties can terminate this Agreement at any time on 30 days prior written notice, to the extent where such prior notice is received by all of the parties. Costs of the termination shall be the obligation of the Applicant.

9. Indemnity and Release

If this third-party event is approved by HCF, the undersigned agree to indemnify Hamilton Community Foundation, its officers, directors and employees and to hold it and each of them harmless from any claim for liability of any nature whatsoever arising out of the conduct of such third-party event, and conduct of such third-party event shall include, but not be limited to, the planning, implementation, and follow-up of all phases, parties and actions associated with the third-party event.

THIS AGREEMENT is not valid until signed by the third-party event sponsoring organization/ group/organizer(s) and Hamilton Community Foundation.

Whether pursuant to Court proceedings or otherwise, the rights and obligations of the parties hereunder and pursuant to this Agreement shall be construed under and governed by the laws of the Province of Ontario.

Neither the rights nor the obligations under this Agreement shall be assigned or otherwise disposed of without the prior written consent of Hamilton Community Foundation.

The _____ (Group/Company planning the event) acknowledges that this Agreement shall be effective upon such date as the proposal is accepted by the Foundation as evidenced by the Foundation’s execution of same.

I/We accept the terms of this Agreement and have signed below and initialed accordingly at the bottom of each page of this Agreement. The undersigned represents that he/she has the power and authority to make and execute this Agreement.

Contact name(s): _____

Fund name(s): _____

Signature(s): _____

Date: _____

For HCF Office Use:		
Approved by: _____	Signature: _____	Date: _____