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# Sport BC Third-Party Fundraising Agreement

## in support of KidSport™

### Preamble

KidSport Canada (KidSport) is a Registered Canadian Amateur Athletic Association with charitable status (CRA registration 86212 5986 RR0003) that provides financial assistance to enable children to participate in sport. Sport BC is designated as the licensed authority to operate KidSport in the province of BC. Third-party fundraisers are defined as any project, event, promotion or other activity which seeks to raise funds for the KidSport program that are organized by individuals, businesses, or organizations other than Sport BC and its associated KidSport community chapters. Sport BC is grateful for every contribution towards the success of the KidSport program and requires that any third party that uses the KidSport name and trademark(s) agree to certain terms and conditions.

Therefore, this agreement (the "Agreement") is between:

Sport BC on behalf of KidSport Canada (hereafter referred to as "we", "us" or "our")  
and

\_\_\_\_\_ (hereafter referred to as "you" or "your").  
(company name)

We consent to your use of the KidSport name and trademark(s) for the purposes of

\_\_\_\_\_ subject to the terms and conditions herein.  
(event name)

### Terms & Conditions

- 1. General use of the KidSport marks:** You agree that your use of the KidSport name and marks are being used primarily to promote KidSport and to solicit donations to KidSport.
- 2. Advertising, marketing, and promotion of KidSport marks:** We will provide you with our graphic standards manual which contains guidelines for the use of the KidSport marks and you agree that your use of the KidSport marks will adhere to the manual's guidelines.

You agree to provide Sport BC with an advance copy of all materials you will be using in your campaign or event in which the KidSport name or a KidSport trademark appears and you agree that you will not publish or distribute such materials without having obtained our prior approval, such approval to be sent in writing to you.

3. **Donations:** You agree to solicit donations to benefit KidSport and either collect payments on behalf of KidSport or direct donors to our online fundraising platform. When you accept donations on our behalf you agree to the guidelines in this agreement. At law, a donation is an unconditional transfer of property that is made voluntarily and without receiving anything of value in return. If you charge event or registration fees they must be kept separate from donations. Donations made via cheque should be made payable to “KidSport Canada – BC”.

Your obligations are:

- a. To represent and warrant to donors that you are accepting donations on behalf of KidSport;
- b. To maintain custody of all donations using best practices of safekeeping (we are not responsible for any lost or stolen donations);
- c. To inquire with donors whether they would like a tax receipt for donations of \$20.00 or more;
- d. For donors who request a tax receipt, to electronically record (in Excel if possible) the donation amount, donor’s first name, last name, address, city, province, and postal code (tax receipts cannot be issued without this information). Whenever possible record an email address as receipts are issued electronically.
- e. To keep all donor information private and secure and to use it for no other purpose other than to forward the donor information to us (NOTE – you can use the donor information for your own purposes so long as you 1) inform the donor what you will be using their information for, and 2) obtain their positive consent for you to use it for that purpose, and 3) use the information for no other purpose);
- f. To send us all donations you have received on our behalf and the electronic list of donors as soon as possible after the completion of your event, but in any event no more than in fifteen (15) business days. **Do not send cash.** If you have collected cash on our behalf, then please issue a cheque payable to KidSport Canada – BC for the amount collected on our behalf.

At law, our obligations are:

- g. To employ the donations received to fulfill KidSport’s mission to provide financial assistance to enable children to participate in sport; and
- h. To keep the donor information we receive private and secure and to use it only to issue tax receipts and for no other purpose.

We will endeavor to also:

- i. Deploy the donations received to the chapter designated by the donor, if any, otherwise the donation will benefit KidSport’s BC Provincial Fund;
- j. Issue tax receipts to donors within five (5) business days of us receiving the donation and donor information in part (d).

4. **Event Expenses:** You are solely responsible for any and all event costs. You may charge participants a fee to help you cover your event costs but you must explicitly distinguish participation fees from donations you collect on behalf of KidSport.
5. **Donor Privacy:** Although we may agree to promote a third-party event to our constituents through our website or other means, we do not provide lists of donors or volunteers to any third-party.
6. **Insurance & indemnification:** KidSport's special/sporting event insurance policy does not extend to your event. Organizers are required to arrange for appropriate insurance coverage for your event. KidSport / Sport BC accepts no legal or financial responsibilities for your event and you agree to indemnify and hold us harmless from any claims or losses related to your event. Sport BC can provide access to insurance via SBC Insurance, our insurance brokerage, with the added benefit that proceeds from the sale of insurance are re-invested into amateur sport.
7. **Post Event Promotions:** Where possible, Sport BC and/or its designated KidSport chapters would appreciate receiving materials or photographs that may be of use in our own publications or for archival purposes.

In support of KidSport Canada – BC

\_\_\_\_\_ (applicable BC Community Chapter or the BC Provincial Fund)

Name of Event \_\_\_\_\_

Date(s) of Event \_\_\_\_\_

Sponsoring Organization or Individual \_\_\_\_\_

Contact Person \_\_\_\_\_ Title & Affiliation \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Prov \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone (Home/Cell) \_\_\_\_\_ (Work) \_\_\_\_\_

E-mail \_\_\_\_\_

Are you requesting tax receipting for this event: YES NO

Explain the nature of your proposed event. How do you plan to raise funds? What will you request tax receipts for?

Fundraising goal: \_\_\_\_\_

Please check one of the following:

All proceeds will be donated to KidSport

A portion of proceeds will be donated to KidSport.

Please indicate the expected amount / % that will be donated: \_\_\_\_\_

On behalf of \_\_\_\_\_, I agree with the Terms and Conditions contained herein.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**Please return this agreement to:**

KidSport BC  
250 – 999 Canada Place  
Vancouver, BC V6C 3C1  
Email: [kidsport@sportbc.com](mailto:kidsport@sportbc.com)

**Agreement Approval:**

\_\_\_\_\_  
KidSport BC

Date: \_\_\_\_\_

*Last update: October 2022*

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## Attachment "A"

### What is a gift (donation)?

Canada Revenue Policy Statement: At law, a gift is a voluntary transfer of property without consideration.

### Sponsorship

Sponsorship occurs when a business makes a payment to a charity and in return receives advertising or promotion of its brand, products, or services.

Generally, tax receipts cannot be issued for sponsorships. However, the cost of the sponsorship to the business is generally considered a tax-deductible business expense, which is typically as attractive to a business as a donation receipt.

### Split Receipting and Advantage

When a donor makes a gift to a charity and receives something in return (known as an advantage by the Canada Revenue Agency), the charity can sometimes issue a charitable tax receipt for part of the value of the gift. This is called split receipting. Sport BC, on behalf of KidSport, **DOES NOT** issue split receipts and therefore will not issue tax receipts for any donation where the donor receives an advantage.

Situations in which a donor might receive an advantage include:

- fundraising events, including dinners or cocktails
- silent or live auctions
- concerts, shows, or sporting events (for example, golf tournaments)