



Believe in Bellevue: Terms and Liability Agreement

In order to participate in *Believe in Bellevue*, organizations agree to honor the following terms and guidelines:

Organizations must:

- Be tax-exempt under section 501(c)(3), 501(c)(6) or 501(c)(4) of the Internal Revenue Code. **NOTE: Contributions to 501(c)(6) and 501(c)(4) organizations are NOT deemed charitable contributions and therefore are NOT qualified as a charitable tax deduction.**
- Be the only organization applying to participate under a specific tax ID number.
- Be a registered organization, with a Bellevue city limits address, and have a visible presence and provide services that directly impact the Bellevue community.
- Be in compliance with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the USA Patriot Act and all applicable anti-terrorist financing and asset control laws.
- Be governed by a body such as a board of directors, board of trustees, etc.
- Pay a \$50.00 non-refundable registration fee.
- Comply with all terms of participation for *Believe in Bellevue* as outlined in this document.

The organizers of *Believe in Bellevue* have final discretion in approving organizations for participation.

Platform Fees:

Mobile Cause is the technology partner chosen for this giving campaign. MobileCause is a comprehensive online fundraising platform. All MobileCause payment and user information are 100% PCI certified and guarded by the highest industry standards.

Each donor transaction will incur third-party charges. Credit card charges will incur a 2.59% processing fee. This fee will be charged back to the participating organization receiving the donation UNLESS the donor chooses to include the processing fee in their donation. At the point of donation transaction, donors will be provided the option of increasing their gift to help cover the processing fees; otherwise fees will be deducted from the individual gifts.

The *Believe in Bellevue* organizing partners do not collect fees (other than the initial registration fee) or receive financial benefits as coordinators of *Believe in Bellevue*.

Believe in Bellevue Nonprofit Participants:

- Will not provide any benefit or privilege to a donor in return for his/her donation made in conjunction with *Believe in Bellevue*.
- Donors cannot designate or restrict their donations to a specific program or event under the organization to which they are donating.
- *Believe in Bellevue* is an online fundraising program. In order for donations to be counted for the incentive prizes, donations must be made online through the *Believe in Bellevue* website and designated to participating organizations.
- Only donations made between 8 a.m. and 8 p.m. on August 4, 2021 are eligible for online incentive prizes; however, donations will be accepted online starting at midnight on August 4. Prizes will be awarded in three time slots: 8 a.m. to noon, noon to 4 p.m. and 4 to 8 p.m.
- Participating organizations will not solicit donations through *Believe in Bellevue* for such purposes as:
 - Memberships
 - Legally binding pledges
 - Support of a political campaign
- Each gift processed through *Believe in Bellevue* for 501(c)(3) organizations are 100% tax deductible. Any donations received by 501(c)(6) or 501(c)4 organizations are NOT tax deductible as a charitable contribution. No goods or services may be exchanged for donations or as payment for “quid pro quo” items such as: memberships, gift items, raffles, auctions items, tickets or any other activity that provides benefit to the donor.

Promotion and Marketing:

- Participating organizations should promote the event to their donors through methods of their choosing and may take advantage of the *Believe in Bellevue* promotional and marketing materials that are made available. Any paid promotional methods utilized by the participating organization are solely at the participating organization’s discretion and expense.
- Event organizers will promote *Believe in Bellevue* through media partners and will provide social media marketing materials and assistance to participating organizations.
- Participating organizations are responsible for cultivating donors through *Believe in Bellevue*.

Post Event:

- Within 60 days of the event closing, *Believe in Bellevue* will provide participating organizations payment in the amount of total donations received on behalf of the participating organization net credit card and transaction fees plus the applicant organization’s incentive prizes (if applicable).

- Each participating organization will have access to its donor list, which includes contact and amount information for their specific donors. Donor information is never sold to a third party.

Liability Release:

As the appointed representative, I hereby release *Believe in Bellevue* and its affiliates, officers, board, and employees, jointly and severally, from any claims for any loss or damage sustained while participating in *Believe in Bellevue*. This release extends to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, losses and liability and the consequences thereof, and well as those now disclosed and known to exist. This release also extends to the coordination of participation efforts and use of public content from this organization's websites for marketing purposes. It is further understood and agreed that participation in *Believe in Bellevue* is not to be construed as an admission of any liability and/or acceptance of assumption of responsibility by *Believe in Bellevue* and its affiliates, officers, board, and employees, jointly and severally, or for any damages and expenses for which *Believe in Bellevue* and its affiliates, officers, board and employees become liable as a result of any alleged act of a *Believe in Bellevue* participant.