

DONATION ACCEPTANCE AGREEMENT

You understand and agree that this is a contract for your receipt and use of certain items that were donated to Good360 by certain corporations and/or other donors (the "Donated Goods"). You agree and affirm that you are a member of Good360 and that as a result of your membership, you are eligible to receive certain Donated Goods from Good360. You agree that you will use the Donated Goods in accordance with the terms and conditions listed below.

1. You represent that you are a (a) tax-exempt organization as described in Section 501(c)(3) of the Federal Internal Revenue Code; (b) a tax-exempt school or library; or (c) a federally recognized U.S. Indian tribe or its political subdivision or reservation; and that you are not a private non-operating foundation.
2. You further represent that you have the authority to enter into this Agreement and the individual signing this Agreement has the authority to bind you.
3. You agree to use the Donated Goods solely to further a purpose or service related to the core purpose and/or programs supporting your tax exempt designation and, wherever and to the greatest extent possible, to support your work to care for the ill, needy or youth. You further agree and understand that the Donated Goods will not be used to further or with the intent to commit a terrorist act(s).
4. You agree and understand that the Donated Goods may not be transferred, sold, given or assigned to any other nonprofit organization, or other entity and that the Donated Goods must be received and stored by you at a business location and not a personal residence.
5. You understand and agree that you will not sell, trade, barter or otherwise transfer the Donated Goods in exchange for money, property or services. You further understand and agree that the Donated Goods may not be used in conjunction with any fundraising activities and that you will not accept voluntary, recommended or required cash "donations" in direct or indirect exchange for the Donated Goods. You also agree and understand that Donated Goods may not be given to or taken by your volunteers, officers, directors, or employees, for personal use and that the Donated Goods will not be returned to the donor or returned to the donor's retail store.
6. You agree and understand that, unless expressly stated otherwise, Donated Goods may not be shipped or distributed internationally, and may only be distributed within the United States of America.
7. You agree to maintain adequate books and records of any Donated Goods you may obtain from Good360 as required by applicable tax regulations, and to make such records available upon request to Good360 and/or the Internal Revenue Service. You further agree to provide adequate substantiation of your distribution of the Donated Goods to the Internal Revenue Service and/or Good360 promptly upon request.
8. You agree that unless you have a pre-existing relationship with a particular Good360 donor, you will refrain from the solicitation of products from Good360's donors without Good360's prior, written authorization.
9. You agree to adhere to a nondiscrimination policy in accordance with applicable state and federal law.
10. You understand and agree that any Donated Goods you may receive from Good360 will be received by you in "as-is" condition and that Good360 makes no warranty, covenant or representation, expressed or implied, regarding the Donated Goods, including without limitation, their design or condition or fitness for any particular purpose. Good360 shall not be liable for any direct or consequential damages or losses suffered or incurred by you or a third party as a result of the use or consumption of the Donated Goods.
11. You understand and agree that you are responsible for the correct storage, disposal and use of the Donated Goods in accordance with the applicable manufacturers' instructions and guidelines. You waive any and all claims against and release Good360 from all liability associated with the use of the Donated Goods.
12. You agree to indemnify and hold harmless Good360, its donors, its affiliates, and each of its respective officers, directors, employees, agents, counsels, successors, and assigns from and against any loss, cost, damage, expense, or liabilities (including reasonable attorneys' fees) incurred in connection with any and all claims, including third party claims, that result from or relate to Good360's negligence or willful misconduct, or the manufacturing of the products donated by Good360 hereunder.
13. You understand and agree that Good360 reserves the right at any time, in its good faith discretion, to rescind or modify this agreement, forbid you from receiving further donations from Good360 or from making further disposition of any remaining Donated Goods; require you to return immediately any Donated Goods remaining in its possession or control; and/or take any additional action Good360 determines appropriate.
14. You agree to make no mention of Good360, its donation programs, or its donors without the express consent of all parties. Participating organizations are welcome and encouraged to publicize the positive impact of the donations they receive through Good360. However, as a courtesy and for legal reasons, we request that you coordinate all press statements that mention Good360, its donation programs or its donors, through our press office (press@good360.org), which will respond within 48 business hours to any and all inquiries. *Press statements include, but are not limited to:* Press releases, Media advisories, Interviews, Blogs, Webcasts.
15. You agree to take all reasonable measures to resolve any disputes that may arise under this Agreement. You also agree and understand that this Agreement may be enforced by legal action, including but not limited to injunctive or other equitable relief. This Agreement will be construed according to the laws of the Commonwealth of Virginia. In the event that a court holds you in breach of this Agreement, you agree to reimburse Good360 for its reasonable legal fees and costs incurred as a result of your breach of this Agreement.