

BECOME A COMMUNITY WAREHOUSE PARTNER

Community Business Partners *leverage their financial contributions*
Community Nonprofit Partners *leverage their resources*

Community Nonprofit Partner:

Nonprofits may join the Community Warehouse with an annual membership of **\$125** - Administrative fee is just \$25.00 annually. As a benefit of membership, \$100.00 of Community Warehouse vouchers will be issued to your organization. They can be used in the Community Warehouse by your organization or constituents in need that you serve. (Memberships will renew on our fiscal year annually on July 1st of each year including 2019)

Vouchers: We are providing an additional method of paying/purchasing merchandise from our warehouse. In addition to traditional organization checks & credit cards, we will accept Warehouse issued vouchers from organizations or qualified/vetted individuals. This should allow organizations that work with individuals the assurance and convenience of issuing vouchers to those in need and not worry that the voucher will be sold or used other than for the intended purpose. Organizations can also use the vouchers.

Nonprofit Partners may shop on designated days in the warehouse for items needed for administrative purposes or to serve their constituents. They may pay with either vouchers or with check, cash, or credit card at the time of purchase. Depending on the generosity of our business partners, nonprofits may also receive vouchers throughout the year from sponsoring business partners to be used by the organization or to be given to constituents who have been vetted by the organization and meet the requirements of this contract.

THANK YOU TO THESE IMPORTANT PARTNERS THAT SPONSORED THE NEW COMMUNITY WAREHOUSE



Community Business Partner: For-profit businesses and foundations may become Community Business Partners through their financial contribution. Business Partners significantly leverage their donation value to benefit dozens of local nonprofits serving women, children, the homeless, veterans, former addicts, and many in our community. One-time gifts or monthly donations will allow participating Southern Arizona nonprofit organizations to receive needed supplies for free or at a greatly reduced price.

The goal of the Community Warehouse is to build partnership and relationship between local nonprofits and the local business community through working together for the betterment of our community. In order to keep costs down, GAP only has 3 paid staff for the warehouse and depends on volunteers. We welcome individuals or entire organizations to send a group one time or monthly. This keeps administrative costs down and allows our partners to work side by side to accomplish something larger within our community. We believe everyone wins through this partnership between our local nonprofits and for-profit businesses.

NONPROFIT PARTNER AGREEMENT:

The Nonprofit sector of our community has suffered for years with the lack of resources to meet their missional goals. Your Community Warehouse is an opportunity for nonprofits to stretch their resources like never before. Just as the business partners can leverage their contributions, a nonprofit can leverage their resources to better meet the needs of those they serve. Partnership with Your Community Warehouse will allow nonprofits access to much needed items that meet both the internal needs of the nonprofit and the needs of those they serve in our community.

REQUIREMENTS OF COMMUNITY NONPROFIT PARTNERS

GAP Ministries, Good360, and its registered nonprofit organizations take their responsibility to serve those in need very seriously. Organizations failing to adhere to the following guidelines will be prohibited from participating in programs administered by GAP Ministries and, if appropriate, legal action will be taken. It is critically important to note that by accepting products and services from GAP Ministries and Good360, your organization agrees to abide by the following:

1. Donated goods will be used solely for the care of the ill, needy or youth (as those terms are defined in applicable US Treasury regulations).
2. The use of the goods will be related to the purpose of the organization that makes it tax exempt.
3. The goods will not be transferred (or attempted to be transferred) by the organization in exchange for money, property or other services. You agree a court entering equitable relief including, but not limited to, injunctive relief may enforce this restriction.
4. The organization agrees to maintain adequate books and records of these donations as required by applicable tax regulations and to make such records available upon request to GAP Ministries, Good360 and/or the Internal Revenue Service. The organization agrees to provide complete substantiation of its distribution of all product donations to the Internal Revenue Service, GAP Ministries and/or Good360 promptly upon request.
5. Geographic Scope of Services must be within your local community **only 75-mile radius**.
6. Nonprofit members are not permitted to transfer donations to another nonprofit organization or group, or to distribute donations outside of their geographic service area without advance written permission from GAP Ministries or Good360. Please note: If written approval is granted by GAP Ministries or Good360, charities receiving the goods must be registered directly with GAP Ministries or Good360.
7. Donated products and services must be given away **FREE OF CHARGE** to the ill, needy, or youth your nonprofit serves or be used by your office for administrative purposes. **Items received from the Community Warehouse cannot be sold, traded, or bartered; given to volunteers or staff as gifts; or used in conjunction with any fundraising event such as raffles, door prizes, and silent auctions. Items cannot be shipped outside of the U.S. without advanced written permission.**
8. GAP Ministries and Good360 take their responsibility very seriously and will prosecute any offenders to the fullest extent possible.
9. Nonprofit partners must sign and adhere to the Donation Acceptance Agreement.
10. All barcodes must be removed before products are distributed. You can deface them by drawing a vertical black line on the barcode, cutting the barcode out, or removing the products from its original packaging.

Our Annual Partner Agreements will coincide with GAP Ministries fiscal year end. Administrative fees will be waived for Community Warehouse partnerships until July 1, 2019. On and after July 1, 2019 Community Warehouse Partners will need to renew their membership by paying the \$125.00 administration fee continue membership. (Memberships will thereafter renew on July 1st annually). As a benefit of membership, \$100.00 worth of CW vouchers will be given to your organization.

(Agreement Fiscal Year requirements do not apply to our food distribution only partners)

- Food Distribution
- Community Warehouse

NONPROFIT REGISTRATION FORM

STEP 1: ORGANIZATIONAL INFORMATION

Organization's Name: _____ EIN # or Tax ID#: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Website: _____

Primary Contact's Name: _____

Contact's Title: _____ Contact's E-mail*: _____

Chief Executive's Name: _____

Chief Executive's Title: _____ Email: _____

Annual Operating Budget: \$ _____ Number of Clients Served Per Month: _____

Mission Statement (Limit 20 words. Attach separate sheet if necessary): _____

Organization's NTEE Code(s) / Service Area(s) (Check all that apply)

Please list below the applicable National Taxonomy of Exempt Entities (NTEE) codes that most appropriately describe the services your organization provides to the community. You can find a full list of NTEE codes at:

<http://nccs.urban.org/classification/NTEE.cfm>

Geographic Scope of Services must be within your local community only 75-mile radius.

Does your organization operate a thrift store or resale shop? Yes No

Products Needed (Check all that apply)

- Building Materials Children's Items Personal Care Products Clothing and Accessories

Home Goods Computer Software Office Products Other _____

I agree that GAP Ministries can use my Agency's name on its website as a Community Nonprofit Partner.

STEP 2: REQUIREMENTS

Review the registration requirements carefully. Your organization must submit all required documentation with a completed member application. Your membership will be denied if this application is not completed or approved, or your organization does not meet minimum qualifications.

Examples of Requested Documents (though all organizations should submit their 501(c)(3) determination letter)

- Completed Registration Application
- 501(c)(3) Certification from Internal Revenue Service
- General Program Materials (i.e. brochure of services)

STEP 3: DONATION ACCEPTANCE AGREEMENT

_____, ("you") understand and agree that this is a contract for your receipt and use of certain items that were donated to GAP Ministries and Good360 by certain corporations and/or other donors (the "Donated Goods"). You agree and affirm that you are a member of the Community Warehouse and that as a result of your membership, you are eligible to receive certain Donated Goods from GAP Ministries and 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 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.
7. You agree that unless you have a pre-existing relationship with a particular GAP Ministries or Good360 donor, you will refrain from the solicitation of products from GAP Ministries or Good360's donors without GAP Ministries or Good360's prior, written authorization.
8. You agree to adhere to a nondiscrimination policy in accordance with applicable state and federal law.
9. You understand and agree that any Donated Goods you may receive from GAP Ministries and Good360 will be received by you in "as-is" condition and that GAP Ministries and 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. GAP Ministries and 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.
10. 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.
11. You agree to remove all barcodes before products are distributed. You can deface them by drawing a vertical black line on the barcode, 2861 N. Flowing Wells Rd. #161, Tucson, AZ 85705 | 520-877-8077 | gapmin.com | info@gapmin.com

Community Warehouse



Standing in the GAP for those in need; providing help for children, healing for families, hope for our community.

cutting the barcode out, or removing the product from its original packaging.

12. You agree to indemnify and hold harmless GAP Ministries, 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 GAP Ministries or Good360's negligence or willful misconduct, or the manufacturing of the products donated by Good360 hereunder.
13. You understand and agree that GAP Ministries and 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 GAP Ministries and 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 GAP Ministries and Good360 determines appropriate.
14. 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 GAP Ministries and Good360 for its reasonable legal fees and costs incurred as a result of your breach of this Agreement.

Organization

Print Name

Print Title

Date

DEMOGRAPHICS - This must be filled out for your application to be valid

TOTAL NUMBER OF CLIENTS SERVED: _____ monthly

Household Income Level (percent must equal 100)

____ % Under \$15,000

____ % \$46,000 +

____ % \$15,000 - \$30,000

____ % Not Tracked

____ % \$31,000 - \$45,000

Age Groups (percent must equal 100)

____ % 0-11

____ % 25-64

____ % 12-17

____ % 65+

____ % 18-24

____ % Not Tracked

Gender (percent must equal 100)

____ % Male

____ % Other

____ % Female

____ % Not Tracked

Ethnicity (percent must equal 100)

____ % American Indian and Alaska Native (AIAN)

____ % White

____ % Asian

____ % Native Hawaiian / Other Pacific Islander (NHOPI)

____ % Black

____ % Mixed Race

____ % Hispanic and Latino

____ % Not Tracked

Special Population (check all that apply)

____ Active Military or Veterans

____ Foster Children

____ Formerly Incarcerated

____ Homeless

____ LGBTQ

____ Low-income Schools

____ Persons with Disabilities

____ Other (specify) _____

Fill out the application and submit all requested documentation to:
Fax: 520-544-5155 or Email: warehouse@gapmin.com

Hold Harmless Agreement GAP Ministries

GAP Ministries has donated to _____ (organization), any and all products received from GAP Ministries.

In consideration of GAP Ministries' donation of such product(s), Organization agrees to the following:

1. Organization hereby agrees and understands that they are receiving this product as a donation to be distributed to the needy. Goods cannot be sold, bartered, or traded. Furthermore, goods are accepted in 'as is' condition.
2. Organization releases, relinquishes and discharges GAP Ministries and GAP Ministries officers, directors, employees, and/or agents from any and all claims, demands, causes of action, liabilities whatsoever from any liability for damages and other expenses related to injury to person or property (including any animal) resulting from or arising out of any defective condition in the product (damaged or expired goods) or from its possession, transportation, use or disposal by Organization. This release shall be binding to the benefit of the parties, their successors and assigns.

By signing below, the undersigned acknowledges that he/she has read, understands, and agrees to be legally bound by this Agreement, as of _____ (today's date), and has been properly authorized and empowered to sign this Agreement on behalf of the Organization.

Signed: _____

Person's Representing Agency:

Print Name: _____

Organization: _____

Title: _____

Date: _____

Nonprofit: EIN # _____

For-Profit: Tax ID # _____