



My Stuff Bags Foundation

5347 Sterling Center Drive, Westlake Village, CA 91361 818-865-3860 FAX 818-865-3865

MY STUFF® BAG RECIPIENT TERMS AND CONDITIONS

As part of the application process to receive My Stuff Bags, you (the undersigned), on behalf of your organization, acknowledge that the quality of the My Stuff Bag and its contents are vital to the success and reputation of the My Stuff Bags program engaged in by the My Stuff Bags Foundation. Accordingly, if you are accepted for the program, you agree to the following terms and conditions governing the contents and distribution of the My Stuff Bags:

1. You agree that you will store and distribute the Bags with the same items stuffed in the Bags as when you receive them, except as provided in item 4 below.
2. You agree that you will not add any item to the Bags, substitute any item for an item already contained in the Bag, or modify or alter any item in the Bag, without the Foundation's prior written approval. Whenever possible the Foundation adds a special pack with specific size clothing and/or age specific items to the box containing the My Stuff Bags. You may add any of these items to an individual child's bag as appropriate.
3. My Stuff Bags is a registered trademark of the My Stuff Bags Foundation and may not be used for any purpose without the express written permission of the My Stuff Bags Foundation.
4. You understand and acknowledge that any individual My Stuff Bag may contain items that may not be appropriate for certain children by reason of age, mental capacity, handicap and/or or other considerations and therefore agree to assume full responsibility for examining each My Stuff Bag prior to distribution and for insuring that each Bag is distributed appropriately, and/or that any items inappropriate for each recipient child are removed.
5. You agree to defend, indemnify and hold harmless The My Stuff Bags Foundation and its authorized representatives, officers, agents and employees against all claims, lawsuits, costs, damages and judgments incurred, either claimed or awarded to any third party whether for personal injury or otherwise.
6. Within three months of receiving the My Stuff Bags, you agree to complete and return the My Stuff Bags Recipient Report, even though you may not have distributed all of the bags delivered to you. Completing this form is a prerequisite for being considered for future My Stuff Bag shipments to your organization.
7. My Stuff Bags are a donation from the My Stuff Bags Foundation to your organization. As such, you agree to acknowledge the Foundation and this donation, as appropriate, in any or some of the following: presentations or distributions, press releases, annual or quarterly reports, on your website and in other media, printed or electronic. You also agree to make yourself available for interviews by newspapers or other media organizations as may be initiated by the My Stuff Bags Foundation.
8. YOU ACKNOWLEDGE THAT THE MY STUFF BAGS FOUNDATION HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR TRANSFERABILITY. THE GOODS IN THE MY STUFF BAGS ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS.

The Terms & Conditions must be signed by the Director or other Senior Manager of the requesting organization.

I hereby agree to the above Terms and Conditions on behalf of:

Name of Organization

Date

Print Name

Signature

Title