

MY STUFF BAGS APPLICATION AND TERMS AND CONDITIONS AGREEMENT

PART 1 – APPLICATION

My Stuff Bags Foundation --- 5347 Sterling Center Drive --- Westlake Village, CA 91361
Phone: 818 – 865-3860 --- FAX #: 818-865-3865 --- Email: info@mystuffbags.org
www.mystuffbags.org

1. ORGANIZATION INFORMATION:

Name of Organization: _____

Shipping Address: (NOTE: We cannot ship to a PO Box)

Mailing Address: (If different from shipping address)

City: _____ County _____

City: _____

State: _____ ZIP: _____

State: _____ ZIP: _____

Is this your first Application: Yes _____ No _____

2. PROOF OF NON-PROFIT STATUS:

You must include a copy of your Federal designation of non-profit status, or other form of documentation of tax-exempt status each time you wish to be considered for My Stuff Bags.

3. CONTACT INFORMATION:

Name: _____ Title: _____

Phone: _____ Fax: _____ E-mail Address: _____

4. MY STUFF BAG REQUEST:

Please estimate the number of My Stuff Bags your organization will require in a six (6) month period, based on the number of children served during that period. Please indicate the total number of bags you will need for each age and sex. You will be eligible to apply for additional bags 6 months from the date of each bag shipment if your Recipient Information Report has been returned on time. We will attempt to fill as much of your request as possible based on availability.

You will be notified if you are approved to receive My Stuff Bags, however, due to the large numbers of requests, there could be several months delay in receiving your My Stuff Bags. You can expedite your request and shorten the waiting period significantly if you can pay for shipping, one of our major expenses. As you may know, My Stuff Bags are filled with very nice new, donated items and are valued at over \$75 each. Shipping is relatively minor in comparison to the value of the bag, which is free.

Please check here if you can pay for shipping. Please contact the foundation for a shipping quote to your location.

	BABY (Infant to 2 years) (Limited Availability)	CHILD (3 yrs to 11 yrs)	TWEEN / TEEN (12 and up)
Boy Bags:			
Girl Bags:			

5. ABOUT YOUR ORGANIZATION:

Please attach information about your organization and why your organization would be a good candidate to receive My Stuff bags including information about the number of children you serve each year.

PART II – TERMS AND CONDITIONS AGREEMENT

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:

- a) 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 (d) below.
- b) 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.
- c) 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.
- d) 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 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.
- e) 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.
- f) Two months after 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.
- g) 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.
- h) 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.

FINALIZING YOUR REQUEST:

Application must be signed by the Director or other Senior Manager of the requesting organization.

On behalf of the above organization, I hereby request shipment of My Stuff Bags and agree to distribute the My Stuff Bags in compliance with the Terms and Conditions Agreement.

Print Name: _____

Print Title: _____

Signature

Date