

# Product Donation Request Form



**Gifts In Kind Registration #** \_\_\_\_\_  
Mandatory for charities registered with Gifts In Kind

**EIN #** \_\_\_\_\_  
Mandatory for ALL charities

**Registered Charity Address**  
Legal Name of Registered Charity

**Ship To Address**  
Legal Name of Organization

Street Address \_\_\_\_\_

Street Address (Cannot be delivered to a P.O. Box) \_\_\_\_\_

City/State/Postal Code/Country \_\_\_\_\_

City/State/Postal Code/Country \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

E-mail \_\_\_\_\_

**Note:** When filling out this section be sure that the item description *and* item number match the products you wish to receive. If you are ordering more than five items, photocopy this form to accommodate your request.

Item # and Description	Unit of Measure	Quantity Requested	Admin Fee	# of People Served
Add 20% additional for shipments to Alaska, Hawaii Puerto Rico & Virgin Islands.				
If you are a nonprofit 501(c)(3) organization or U.S. Indian Reservation (with annual revenue <u>less than</u> \$1million) and <u>are not currently registered with Gifts In Kind International</u> , please add \$150 to cover registration through December 31, 2009. If your annual revenue is <u>more than</u> \$1million, your registration fee is \$300. Please include a copy of your organization's 501(c)(3) tax determination letter, mission statement, list of board of directors, and your most recent audited financial statement or 990 Form.				
<b>Total:</b>				

**Please complete the following questions:**

How many individuals will you serve this year? \_\_\_\_\_

2. What is your organization's mission?  
\_\_\_\_\_  
\_\_\_\_\_

3. Please describe how the donation will be used and the impact it will make on people's lives:  
\_\_\_\_\_  
\_\_\_\_\_

**Please check (select only one) your nonprofit's main area of focus:**

- Economic Education
- Cancer Prevention, Screening and Treatment
- Housing and Emergency Relief Shelters
- Emergency Relief
- Other (two-word description)

Donations received by the requesting organization **cannot be shipped or distributed outside of the United States.**

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If you are requesting a full truckload shipment, indicate the number of individuals you expect to serve with the donations you receive: \_\_\_\_\_

**Products cannot be shipped OR distributed internationally.**

**Please fill in your payment information below (US and Canadian orders only)**

**CHARGE**       MasterCard       Visa       American Express       Discover/Novus  
 Card Number: \_\_\_\_\_      Expiration Date: \_\_\_\_\_  
 Name as it appears on card: \_\_\_\_\_      Authorized Signature \_\_\_\_\_  
 Zip/Postal \_\_\_\_\_      Total Fee for this Request: \_\_\_\_\_      Billing Code: \_\_\_\_\_

**GIFTS IN KIND INTERNATIONAL CREDIT VOUCHER** (attach voucher)

**WIRE TRANSFER**

**CHECK ENCLOSED**— Check Number: \_\_\_\_\_

**DONATION ACCEPTANCE AGREEMENT**

**Read carefully and sign below.** This section must be read and signed by an authorized representative of the requesting organization. Gifts In Kind International reserves the right to terminate your organization's registration if your organization does not meet the basic requirements or violates any of the conditions listed below.

**Your organization represents the following:**

1. It is an organization described in Section 501(c)(3) of the Federal Internal Revenue Code or a recognized U.S. Indian reservation; and/or is exempt under Section 501(c)(3); and is not a private foundation (other than an operating foundation described in Section 4942(j)(3)).
2. The goods will be used solely for the care of the ill, needy or youth (as those terms are defined in applicable U.S. Treasury regulations).
3. The use of the goods will be related to the purpose of the organization that makes it tax exempt.
4. The use of donated goods does not authorize the organization to sell, trade, barter or otherwise transfer the donated goods for money, property or services performed in order to operate or related to the operation of its offices which includes the sale, trade, bartering or otherwise transfer of the goods to pay any administrative fee to Gifts In Kind International or any shipping charges related or not related to the procurement of donated goods or be used to provide community services as noted in the organization's goals. Donations cannot be used for fundraisers, raffles or auctions; given to volunteers or staff members; or sold in retail stores, on Web sites, in flea markets, or in any other manner. You agree that this restriction may be enforced by a court entering equitable relief including, but not limited to, injunctive relief. Gifts In Kind International reserves the right to limit, restrict or terminate any order of donations requested by your organization at any time without cause and without notice.
5. 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 Gifts In Kind International 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 and Gifts In Kind International promptly upon request.
6. Non-compete agreement: The primary business of Gifts In Kind International is the coordination of donor efforts to donate goods for charitable purposes. The continuation of Gifts In Kind International's primary business depends upon recipient organizations refraining from soliciting donations from Gifts In Kind International's donors. Gifts In Kind International and recipient organization agree that recipient organization's solicitation of Gifts In Kind International donors without Gifts In Kind International's prior approval is improper and contravenes the purpose of the Gifts In Kind International -recipient organization relationship formed in this Agreement.
7. The goods cannot be transferred to other nonprofit organizations (or attempt to be transferred) by the organization in exchange for money, property or other services.
8. Anytime during the probation or active period of this agreement, at Gifts In Kind International's expense, your organization and members of its staff, may be subject to a thorough background check. Your organization and staff must fully comply with any requests made by Gifts In Kind International pertaining to information or data needed to conduct a background check.
9. This agreement is construed according to the laws of Virginia.
10. Any goods received from Gifts In Kind International will not be used with the intent or knowledge to commit a terrorist act(s).

Breach of any of your organization's obligations as stated above will entitle Gifts In Kind International to rescind this agreement and recover any and all such goods donated. In this connection, your organization agrees that the remedy of money damages is not exclusive and is inadequate and that Gifts In Kind International will be immediately and irreparably damaged by any such breach. In such event, your organization consents to the imposition of a constructive trust on any and all such goods in favor of Gifts In Kind International and further consents to a temporary, preliminary and permanent injunction in favor of Gifts In Kind International, forbidding your organization from making any disposition of the goods and requiring your organization to return immediately all such goods to Gifts In Kind International, as it directs. Your organization agrees to pay Gifts In Kind International in full for any Expenses, including legal fees, incurred in connection with investigating, preparing for, litigating, or settling any action brought under any breach of an obligation stated above.

**Signature of Chief Executive:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_  
**Print Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Individual nonprofits can only use donated products in direct support of their local mission. Network affiliates can only distribute products to support their local community programs and agencies. NO REFUNDS, RETURNS OR EXCHANGES.

The customer service representative who helped me with this request (if applicable):  Lena  Sandra  Rick  Ruthann  Miesha

**Complete the entire Product Donation Request Form and send to:**  
**Gifts In Kind International**  
**P.O. Box 18002, Merrifield, VA 22118-0002**  
**Faxed requests with credit card payment may be sent to fax: (877) 798-3192.**