



2009 Toy Bank Product Donation Application

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Donation Program Overview

The Toy Industry Foundation, the philanthropic arm of the Toy Industry Association, the national trade association for U.S. producers and importers of toys, games and children's entertainment products, has partnered with Gifts In Kind International, the world's leading charity in product philanthropy, to create "The Toy Bank." Through this program products are contributed to a broad network of 501(c)(3) charities serving needy children in local communities throughout North America as well as the international community. Toys are distributed to organizations that provide critical community support and services including education, recreation, after-school care, daycare and other services to children caught in situations of economic hardship.

Eligibility Guidelines

Organizations qualified to receive product contributions must:

▶ Be registered with Gifts In Kind International either directly or through a community Gifts In Kind program or be part of the Gifts In Kind National Charity network.

▶ Be a 501(c)(3) charity* serving the needy youth in North America.

*(If you are shipping products internationally, you must first have approval of Gifts In Kind International).

▶ NOT discriminate based on race, religion, gender, sexual orientation or national origin.

▶ Be used by the recipient organization to fulfill its mission.

Donations cannot be sold, traded or bartered, shared with other nonprofits, used for fund-raisers, raffles or auctions; given to volunteers, staff members; sold in retail stores, flea markets, silent auctions, etc.

In order to receive Toy Bank Donations, you are required to answer the following questions:

1) **How many children will benefit from this specific donation?** _____

2) **What is your organization's mission statement?**

3) **Describe the project that the donation will support?**

4) **If you are an affiliate non-profit serving additional agencies with this donation, please attach a list with the names of agencies served including contact information so that we can determine from them how the toys will be used, number of children served and mission statement.**

Gifts In Kind Registration # _____

Mandatory for charities registered with Gifts In Kind

EIN # _____

Mandatory for ALL charities

REGISTERED CHARITY ADDRESS

SHIP TO ADDRESS

Legal Name of Registered Charity:	Legal Name of Organization:
Street Address:	Street Address (No PO Boxes):
City, State/Province, Zip/Postal Code:	City, State/Province, Zip/Postal Code:
Primary Contact Person:	Primary Contact Person:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Primary Contact E-mail:	Primary Contact E-mail:



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Please complete the columns below and calculate total.

Donation Description	Item Number	Admin Fee	Quantity Requested	Total Admin Fee
SUBTOTAL:				
Add an additional 20% for shipments to AK, HI, Puerto Rico and the Virgin Islands.				
If you are a nonprofit 501(c)(3) organization or U.S. Indian Reservation (with annual revenue less than \$1million) and are not currently registered with Gifts In Kind International, please add \$150 to cover the annual registration fee (valid for one year). If your annual revenue is more than \$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.				
TOTAL:				

2. Please check your method of payment and payment total below.

<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Am Express <input type="checkbox"/> Discover/Novus Charge Amount \$ _____ Card # _____ Expiration Date ____/____	<input type="checkbox"/> Enclosed Check Check # _____ Check Amount \$ _____
Name as it appears on card: _____	
Authorized Signature: _____	

Gifts In Kind International facilitates the donation of products to nonprofit organizations in need of such items, who do not have the resources to acquire such items on their own. In requesting these donated products, be aware that Gifts In Kind International is not the manufacturer of the donated product(s) identified nor are they in any way responsible for the ability of these products to function properly. It is the donee's sole responsibility to determine whether or not these products will perform as expected or needed. By completing and signing the product request form, the donee acknowledges that the donating company, whether it be the manufacturer, distributor or retailer of the product, the Toy Industry Foundation and Gifts In Kind International provide the products "as is" and without warranty of any kind, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. In no event will the donating company, the Toy Industry Foundation or Gifts In Kind International be liable to any person or entity for any direct, indirect, special or consequential damages of any kind whatsoever, including, but not limited to, lost revenue or profit, or other commercial or economic loss, even if Gifts In Kind International, the Toy Industry Foundation or the donating company had been advised of the possibility of such damages or loss.



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:** _____

The Product Donation Specialist who helped me with this request: Lena Rick Sandra Tasha Other: _____

No refunds, returns or exchanges will be made on merchandise received. There will be a re-shipping charge for all packages returned to Gifts In Kind International due to change of address.

Complete and send this signed application, and administrative fee to: Gifts In Kind International, P.O. Box 18002, Merrifield, VA 22118-0002. Faxed requests with credit card payment may be sent to (877) 798-3192.