



**THE FRAMING HOPE PRODUCT DONATION PROGRAM APPLICATION  
FOR NAHRO AFFILIATES**

**HOME DEPOT DONATION PROGRAM OVERVIEW AND DESCRIPTION:** Home Depot contributes building materials to nonprofits involved in community rebuilding efforts through Gifts In Kind International, the world’s leading organization in the field of product philanthropy. The retail donation program will be available in the participating Home Depot retail locations in the U.S.

The items available for donation may include building supplies and materials, plumbing products and assorted household and cleaning items. Specific items, including quantity, type and/or assortment cannot be guaranteed. While the available donation quantity will vary from store to store, the program is expected to consist of a donation pick-up of approximately one to three pallets per week. **It is important to note that donations are given in an “as is” condition with no warranties expressed or implied by Home Depot or Gifts In Kind International.**

**APPLICATION PROCESS:**

- **Gifts In Kind International will match each participating store location with a suitable nonprofit organization on a first-come, first-served basis.** “First come” is determined after review and approval of applicant by GIKI staff to insure all eligibility and program requirements are met and receipt of payment. In some higher volume locations, GIKI may match more than one nonprofit per retail store. GIKI will limit the number of stores a charity can be matched with. Only GIKI’s affiliated programs will be permitted to be matched with multiple store locations. Should your organization be accepted to the program, you will receive a Participation Kit with an Identification Card, Store Location, Contact Information and instructions on how to begin the partnership. Please do not contact the store, until you are instructed by Gifts In Kind International to do so. Program start date will vary, as regions of the country begin making donations based on the numbers of stores matched for a particular area. For any application question, please call us at **(866) 580-4454**.

**ELIGIBILITY REQUIREMENTS:** Organizations qualified to receive product contributions must:

- Be registered with Gifts In Kind International, either through a Gifts In Kind® program affiliate or directly.
- **Use the products for its charitable purpose and not sell, trade, barter, or auction any of the goods donated. Donated products cannot be used as door prizes, raffles, party favors for the general public, nor sold at flea markets, swap meets, auctions, and resale and/or in thrift stores.**
- Provide support in housing/homelessness, youth/senior housing, civic/cultural issues, community re-building, or other similar projects. **Check the area of service your organization provides:**
  - Housing /Homelessness
  - Youth
  - Other: \_\_\_\_\_
  - Civic /Cultural Issues
  - Community Rebuilding/Neighborhood Revitalization

Organizational Information	
Organization’s Name:	EIN #
Primary Contact Name:	Contact’s Title
Contact’s E-mail (different from E.D.):	Address:
City:	State:
Phone:	Zip Code:
Fax:	Website:
Executive Director’s Name:	Number of Clients Served:
Executive Director’s Email:	

**PROGRAM REQUIREMENTS:** Your organization agrees to the following:

- Donations are to be distributed within the U.S. only.
- The contact's email address is the sole source of communication for this program. It is the organization's responsibility to keep this information current. To make change on your contact information please call 1-866-580-4454 promptly, and ask for the Gifts In Kind International membership department.
- **Participating nonprofits must accept the entire donation of inventory for each pick-up;** nonprofits cannot refuse to take certain items. Nonprofits must present their Gifts In Kind International/Home Depot program identification card upon each and every pick up at their partner store; at the initial pick-up they must show their Framing Home donation program acceptance letter as well.
- Neither Gifts in Kind or The Home Depot can guarantee specific items or quantities.
- Charity will remove the donated merchandise from their designated store(s) within 48 hours notification. In the event merchandise is not retrieved within 96 hours, Home Depot will ship the products to the designated GIKI facility and the charity will be required to reimburse GIKI for all costs associated with the shipment. If your charity fails to retrieve merchandise two times, it will be removed from the program.
- To monitor and verify items donated using the Home Depot paperwork and conducting an inventory count. Charity agrees to report variances in quantity on the GIKI charity portal and to report quality issues.
- Charity will be responsible to de-label the donated merchandise. When possible, the UPC label should be removed from the item/package prior to distribution. Or, if the UPC is attached to the item, an indelible pen should be used to strike through the UPC code.
- Items may not be sold or traded in anyway, including Habitat for Humanity Re-Sale shops. Violations will result in removal from program and may include legal action (Refer to Security Agreement on page 4).
- To download from manufacturer websites a copy of instruction manuals for any equipment donated without a manual. If assistance is needed, contact the GIKI representative.
- Own or have unlimited access to a dock-height truck(s) (The floor of the truck bed must be at least 36 inches off the ground and you must have heavy axels; light/mini-trucks and vans capable of only taking one pallet at a time are unacceptable) pallet jacks and storage space (Twenty cubic feet is recommended). [See complete transportation requirements.](#)

**REGISTRATION REQUIREMENTS:** Please initial each section below indicating that your organization meets the following requirements. **YOUR ORGANIZATION MUST SUBMIT ALL REQUIRED DOCUMENTATION WITH THIS APPLICATION.**

	Member of NAHRO (Housing Authority, Housing Commission, or City/Community Development Agency)
	Mission Statement
	Most recent audited Financial Statement (summary pages only) t
	Board of Directors, Trustees, or Commissioners

Are you a current Gifts In Kind Member?

Yes, and my GIKI Registration Number is \_\_\_\_\_.  No

**Mission Statement (Add attachment if necessary):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Describe how the donated building supplies will be utilized within your existing programs (Add attachment if necessary):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT REQUIREMENTS:**

Annual Fee Structure	Requested Store Number(s)	Administrative Fee	Effective Period
Home Depot Donation Program* (fee per store)		\$500.00	12 calendar months from date of first donation from your Home Depot store.
Gifts In Kind International Membership		\$150.00	12 calendar months from date of application acceptance
<b>TOTAL</b>		<b>\$650.00</b>	

\* Home Depot Donation Program fees are per store

**Payment by Credit Card** (preferred method):

Master Card     VISA     American Express     Discover/NOVUS    Total Amount Charged \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on Credit Card \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**Fax completed application including documentation to 877.798.3192.**

**Payment by Check:**

Total Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_

Please mail completed application, all required forms, and a check made out to:

**Gifts In Kind International**  
**P.O. Box 18002**  
**Merrifield, VA 22118-0002**  
**Attn: Home Depot Retail Donation Program**

**REFUNDS AND NOTIFICATION:**

- Home Depot Donation Program Fee is non-refundable, unless the application is declined by Gifts in Kind International. GIKI requires 60 days written notification if you plan to drop out of the program for any reason. You will be required to pick up donations from all assigned stores during this notification period. Please send notification to: [homedepot@giftsinkind.org](mailto:homedepot@giftsinkind.org). Your sixty days will begin upon acknowledgement of your written request.
- Gifts In Kind International Membership fee is non-refundable.

**The following must be read and signed by an authorized representative of the requesting organization.**

**TERMS AND CONDITIONS:**

**IMPORTANT NOTICE:** It is important to note that neither Gifts In Kind International, nor the donating company makes any warranty, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose as to the donation's usability or functionality. The donation must be accepted on an "as is" basis. All donations are made with the understanding that the recipient organizations are responsible for acquiring ongoing supplies, as well as installation or service. Neither Gifts In Kind International, nor the donor(s) makes any guarantees concerning receipt of a specifically requested product. By completing, signing and submitting this application your organization agrees to these conditions.

**NOTICE OF MEMEBERSHIP:** Your Gifts In Kind Membership will be effective for 12 months from the date that you application is approved and payment is received. The Home Depot program will last for 12 months from the date the donating Home Depot store begins making donations to an assigned charity.

**TERMS AND CONDITIONS FOR PRESS AND MEDIA COVERAGE:** The organization agrees to make no mention of The Home Depot or Gifts In Kind International without the express consent of both parties. Participating organizations are welcome and encouraged to publicize the positive impact of the donations they receive through Gifts In Kind. However, as a courtesy and for legal reasons, we request that you coordinate all press statements that mention Gifts In Kind International and The Home Depot, through our press office ([press@giftsinkind.org](mailto:press@giftsinkind.org)), which will respond within 48 hours to any and all inquiries. *Press statements include but are not limited to:* Press releases, Media advisories, Interviews, Blogs, Webcasts.

**PRODUCT SECURITY AGREEMENT:** We are entrusted with valuable donations from our donors. As good stewards we must make certain that the gift intention of our donors and the Federal tax regulations governing these donations are kept. As a partner in our mission to enhance, empower and restore people and communities in need, we ask your help in upholding the integrity and standard by signing this Product Security Agreement. By accepting the terms and conditions of this Product Security Agreement, you will be

subject to Gifts In Kind International's monitoring of the procedures and practices of your organization as they relate to Gifts In Kind International donations to determine if you are complying with your obligations set forth hereunder. Gifts In Kind International may terminate this agreement at any point without cause. Termination can occur by email, letter or fax to the person listed on this agreement. No portion of your registration fee will be refunded in the event of termination.

**Your organization represents the following:**

1. It is an organization described in Section 501(c)(3) of the federal Internal Revenue Code, a Canadian charity registered with Revenue Canada, a recognized Indian reservation, or Government chartered or sponsored organizations (such as Housing Authority, Commissions, or community development organizations). It 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 Treasury regulations).
3. The use of the goods will be related to the purpose of the organization that makes it tax exempt. The organization must not promote religious faith as one of its explicit goals and must not have the nomination or election of candidates to political office as an explicit purpose.
4. The use of donated goods does not authorize your 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 without the prior written approval of Gifts In Kind International provided, however, any transfer of goods under this agreement, whether or not requiring such approval, (1) shall be to entities formed for the purposes of section 2 (including entities created by networks, partnerships or associations consisting of nonprofits who individually fail to meet the threshold requirements for participation in The Home Depot Retail Donation Program ), and (2) shall not relieve the organization of primary responsibility for compliance with all of the Program Requirements of The Home Depot Retail Donation Program and the terms of this Product Security Agreement. The organization shall be solely responsible for ensuring a transferee's compliance with all such requirements and terms. The organization shall also keep detailed records of such transfers that at a minimum shall include the recipient organization's name, date of donation, and a tracking sheet showing the percentage of donated goods transferred on a monthly basis. Gifts in Kind International shall have the right to audit such records upon reasonable notice to the organization.
8. The organization shall indemnify and hold harmless The Home Depot and Gifts In Kind International, together and separately, for any and all claims or damages arising from any use, misuse, misappropriation, or misrepresentation of goods donated to the organization through The Home Depot Retail Donation Program, including any goods transferred to other non-profit organizations pursuant to section 7.
9. Gifts In Kind International may add, change, or delete any of the terms and conditions (including, but not limited to, Program and Eligibility requirements, Important Notice(s), and Fees), at any time. In the event of such changes, Gifts in Kind will provide all Framing Hope participants with written notification, communicated electronically or via mail, at least fifteen (15) days prior to the effective date of the change.
10. This agreement is according to the laws of Virginia.
11. 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 all agreements 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.

Print Name: \_\_\_\_\_ Print Organization: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Ex. Director/President: \_\_\_\_\_