



## Terms and Conditions Agreement

As part of the application process to receive THE EIGHT products and services, you (the undersigned), on behalf of your organization, acknowledge that the quality of the distribution items are vital to the success and reputation of the THE EIGHT programs engaged in by the THE EIGHT and WE-Power Partners. Accordingly, if you are accepted for the program, you agree to the following terms and conditions governing the contents and distribution of THE EIGHT:

a) You agree that you will store and distribute the items with the same items as when you receive them, except as provided in item (d) below.

b) You agree that you will not substitute any item for an item already contained in the donation, or modify or alter any item, without the THE EIGHT's prior written approval. Whenever possible THE EIGHT adds a special pack with specific size clothing and/or age specific items per special requests and availability but not guaranteed.

c) THE EIGHT, A New Beginning NOW, STEPs, WE-Power, Creative Collaborative, Advocates with a Heart is a registered trademark of THE EIGHT and may not be used for any purpose without the express written permission of THE EIGHT.

d) You understand and acknowledge that some items (i.e., Panera Breads, hygiene, etc.) may be received in bulk and therefore, it is your responsibility to apportion products in a non-discriminatory manner. Additionally, some distribution items may not be appropriate for certain children or adult by reason of age, mental capacity, handicap and/or other considerations and therefore agree to assume full responsibility for examining each item prior to distribution and for insuring that each product is distributed appropriately, and/or that any items inappropriate for each recipient child or adult are removed.

e) You agree to defend, indemnify and hold harmless THE EIGHT 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) As a WE-Power Partner and 3 months after receiving products, you agree to complete and return THE EIGHT Recipient Report, even though you may not have distributed all of the items delivered to you. Completing this form is a prerequisite for being considered for future partnership distribution with your organization.

g) Distribution items are a donation from the THE EIGHT to your organization. As such, you agree to acknowledge THE EIGHT 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 EIGHT.

h) YOU ACKNOWLEDGE THAT THE EIGHT, INC. 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 ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS.

On behalf of the above organization, I hereby request to become a WE-Power Partner and agree to distribute goods and services in compliance with the Terms and Conditions Agreement.

A Director or other Senior Manager must approve this Application and Terms and Conditions Agreement and electronically sign it. Please provide their name, title and signature below.

WE PARTNER NAME	TITLE: (DIRECTOR OR SENIOR MANAGER)
E-MAIL	CONTACT PHONE
DATE	