

The Durham Economic Resource Center (DERC) Organizational Membership Policy

We are pleased that you have decided to participate in The Durham Economic Resource Center (DERC) and we look forward to your partnership to help improve the lives of the low-income community in Durham. The privileges and conditions of your organizational membership are described below. If you have any questions please direct them to the Chief Executive Officer (CEO).

1. Basic Overview. The Durham Economic Resource Center is a distribution site for Gifts In Kind International and other corporate donors offering organizational memberships to governmental agencies, congregations and nonprofit agencies. We accept donations of new merchandise from leading companies such as Avon, Wal-Mart, Hallmark, Rubbermaid and the Gap. While there is no cost related to the value of the item, a small administrative fee is charged on each item to cover expenses related to operation. Fees range from one cent to \$30, but 95% of all items have an administrative fee cost of \$3.00 or less. Proof of 501(c)(3) determination or tax ID number is necessary to determine eligibility. Each member organization will designate an Authorized Agent as a representative who will have access to merchandise in the Distribution Center (DTC) and who will be responsible for any guests of the member organization.

2. Organizational Membership. The potential member organization must present either their 501(c)(3) determination or their tax ID number. Member organization must complete application for membership (See Attachment A) and designate Authorized Agent(s) (See Attachment B) for the member organization. The member organization must pay the \$100 membership fee in the form of an organizational check or money order. Memberships are good for one year and must be renewed annually. Once the application is completed and membership fee is paid, a representative of the member organization must attend a Partner Orientation.

3. Non-Transferability and Termination or Suspension of Organizational Membership. DERC organizational memberships are to be used solely by the participating organizational member to whom they were issued, all memberships are non-transferable and are subject to the conditions contained herein. In the event that an organization no longer qualifies through membership guidelines, or does not comply with membership rules, the organizational membership may be suspended or terminated. Final determination for organizational membership suspension or termination will be the responsibility of the CEO. By accepting merchandise, the member organization and authorized agent(s) agree to:

- Not resell any products obtained through the distribution center in flea markets, thrift stores or any other venue.
- Keep current all organization information with DERC.
- Send an authorized agent to accompany all guests receiving merchandise.

4. Access to Merchandise. All Authorized Agents and authorized guests must present valid ID before receiving products from the distribution center.

- **Public Waiting Area-** The DTC has a waiting area open to the public where individuals not authorized to receive merchandise may wait for Authorized Agents.
- **Public Distribution Area -** The distribution area is open to Authorized Agents and their escorted guests.

- **Check Out Area-** Once Authorized Agents and their guests have completed their product selection they can take items to the check out area for payment or voucher presentation. **DERC does not accept cash - organizational checks, money orders or coupons only. There is a \$20 minimum purchase for each visit to the distribution center.**

5. Hold Harmless. The Durham Economic Resource Center makes no warranty, express or implied, as to the fitness of the products received from the distribution center and by receiving products, the member organization agrees to hold harmless, DERC, from any and all liabilities, claims, damages, losses, or bodily injury from the use of products.

6. Return Check Policy. All returned checks are subject to a service fee as determined by state law. There will be a \$30 return check fee for any checks returned for NSF. DERC reserves the right to suspend or terminate organizational membership if payment is not made.

7. Distribution Center Conduct. In order to maintain a professional atmosphere for members and staff, DERC prohibits running, horseplay, loitering, the consumption of alcohol or illicit drugs and any other disruptive conduct on its premises and reserves the right to require anyone engaged in such conduct to leave the distribution center.

The organization's Authorized Agent acknowledges responsibility for authorized guest's compliance with the terms of the Donation Agreement (See Attachments C, D and E). Each purchaser will be given a Donation Agreement and is solely responsible for its possession until final check out.

We look forward to serving you and your organization.

ATTACHMENT A - APPLICATION

The Durham Economic Resource Center (DERC)

Your completed applications must be returned with each of the following items:

- \$100.00 registration fee (payable to Durham Congregations in Action, Inc.)
- Copy of your congregation/church's or agency mission statement (on letterhead if available) or bulletin
- Information documenting tax ID number
- Date Submitted: _____
- Signatures as requested below. **It is imperative that we obtain at least (3) signatures on this page for proper processing.**

Name of Church/Congregation or Agency

Address

City

County

State

Zip

Phone

Fax

Email

Website

Contact Name

Pastor's/Director's Name

Signature

Individual Authorized to Sign

Signature

Individual Authorized to Sign

Signature

ATTACHMENT B – AUTHORIZED AGENT LIST

The Durham Economic Resource Center (DERC)

Name of Organization/
Congregation _____
Address _____
City/County/Zip Code _____
Telephone Number _____
Senior Pastor/
Executive Director _____

As Senior Pastor/Executive Director of the above-mentioned congregation/organization, I have given the following people permission to represent this congregation/agency with regards to The Durham Economic Resource Center (DERC). The persons listed below have the right to participate in administrative shopping opportunities and other related DERC activities.

Name	Position	Telephone Number
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

By signing the line below, I am indicating that I am aware of the people that are representing this congregation/agency. I take responsibility for their actions at The Durham Economic Resource Center (DERC) while conducting business on my behalf.

Signature of Senior Pastor/Executive Director

Date

DERC Official Signature

Date

ATTACHMENT C – DONATION AGREEMENT (side 1)
The Durham Economic Resource Center (DERC)

Money Order/Organization Check

MO/Check No. _____

Amount of MO/Check _____

MO/Check received by: _____

Verification of Donation
AUTHORIZED AGENT

Name of Non-Profit or Faith Institution: _____

Authorized Agent Phone Number: _____

Name(s) of Person(s) in need who will receive merchandise (First Initial and Last Name):

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

The above congregation/organization, in accepting the donation through Gifts In Kind, Inc. represents the following:

1. That it is a congregation/organization described in Section 501 (c)(3) of the Internal Revenue Code, and is exempt under Section 501 (a), and is not a private foundation (other than an operating foundation as described in Section 4942(i)(e).
2. That the goods will be used daily for the care of the ill, needy, or youth (as those terms defined in applicable Treasury Regulations).
3. That the goods will be related to the purpose of this organization that makes it tax exempt under Section 501 of the IRS code.
4. That the goods will not be transferred by this organization in exchange for money, property, or other services.
5. That adequate books and records of this donation will be maintained as required by applicable Treasury Regulations and made available to the Internal Revenue Service upon request.

The most important point is that contributions of newly manufactured inventory cannot be sold, traded or bartered. Donations cannot be used in an auction, sold to individuals through thrift stores, flea markets, swap meets or other similar outlets, or otherwise sold for cash or services. Restricted Merchandise should never be given to staff or volunteers.

DERC and Gifts In Kind, Inc. makes no warranty, expressed or implied, including any warranty of fitness to a particular purpose concerning items of merchandise or equipment donated by companies or individuals for distribution for charitable purposes.

AUTHORIZED AGENTS "ONLY" MAY OBTAIN RESTRICTED ITEMS WITH
ORGANIZATION CHECK and/or MONEY ORDER.

ALL FREE SELECTIONS OF RESTRICTED MERCHANDISE MUST
BE MADE BEFORE GETTING IN THE CHECK-OUT LINE.

Print Name _____ Signature _____

ATTACHMENT D – DONATION AGREEMENT (side 1)
The Durham Economic Resource Center (DERC)

Money Order/Organization Check

Coupon/MO/Check # _____

Amount of Coupon/MO/Check _____

Coupon/MO/Check received by: _____

Verification of Donation

GUEST

Name of Non-Profit Agency or Congregation: _____

Name of Guest (Person in need who will be receiving the merchandise selected today) Please Print Name

Guest Phone Number: _____

The above congregation/organization, in accepting the donation through Gifts In Kind, Inc. represents the following:

1. That it is a congregation/organization described in Section 501 (C)(3) of the Internal Revenue Code, and is exempt under Section 501 (a), and is not a private foundation (other than an operating foundation as described in Section 4942(i)(e).
2. That the goods will be used daily for the care of the ill, needy, or youth (as those terms defined in applicable Treasury Regulations).
3. That the goods will be related to the purpose of this organization that makes it tax exempt under Section 501 of the IRS code.
4. That the goods will not be transferred by this organization in exchange for money, property, or other services.
5. That adequate books and records of this donation will be maintained as required by applicable Treasury Regulations and made available to the Internal Revenue Service upon request.

The most important point is that contributions of newly manufactured inventory cannot be sold, traded or bartered. Donations cannot be used in an auction, sold to individuals through thrift stores, flea markets, swap meets or other similar outlets, or otherwise sold for cash or services. Restricted Merchandise should never be given to staff or volunteers.

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ORGANIZATION CHECK and/or MONEY ORDER

ALL FREE SELECTIONS OF RESTRICTED MERCHANDISE MUST
BE MADE BEFORE GETTING IN THE CHECK-OUT LINE.

Authorized Agent (Print) _____ Signature: _____

Title: _____ Date: _____

ATTACHMENT E – DONATION AGREEMENT (side 2)
The Durham Economic Resource Center (DERC)

DONATION AGREEMENT

The Durham Economic Resource Center, an initiative of End Poverty Durham, (herein referred to as DERC) intends to donate products to the "Donee". In consideration of that, the Donee hereby agrees to reimburse, indemnify, defend and hold harmless DERC, its employees and subsidiaries and affiliates (if any) from and against any and all liabilities, claims, demands, suits, losses, damages, expenses or penalties or any actions thereof, including but not limited to reasonable attorney's fees for bodily injury to, or death of, any person and damage to, or destruction of any property caused by negligence, recklessness or intentional misconduct of the Donee, its directors, employees, agents or independent contractors (collectively the Donee Group) in connection with the handling and distribution by Donee Group of any products donated by DERC.

Donee agrees to accept the products **AS IS**, with **NO** express or implied warranties of merchantability or fitness for a particular purpose.

Additionally, Donee agrees for itself and all heirs, successors and assigns, hereby to release, acquit, and forever discharge DERC and any present and former directors, officers, employees, agents, predecessors, successors, divisions, parents, subsidiaries and assigns each of them from any and all claims, demands, damages, judgments, fixed and contingent, direct and indirect, and of whatsoever kind, nature and description under any state and federal law, or laws, or the common law, from the beginning of time to the date hereof, which Donee ever had, has or even can, shall or may have or claim to have against DERC for, upon or by reason of matter, act or thing occurring on or prior to the date of this Donation Agreement including without limiting the generality of the foregoing any and all claims, demands actions or causes of action arising out of or in connection with the donation of the products.

Donee represents that they understand and fully agree to each and every provision thereof.

IN WITNESS THEREOF, Donee has executed this Donation Agreement on

This _____ day of _____ (month) _____ (year)

Signature of Donee _____