

FUNDrive Purchase Agreement

[Name of Organization] (“Organization”)

On behalf of the Organization you hereby agree with the Buyer as follows:

Hosting a FUNDrive event

The Organization may host FUNDrive event(s) to collect donations of used clothing and household goods, subject to prior agreement with Buyer as to the scheduled date, time and location of the event(s), and the agreed date and location for delivery of Product to Buyer. This Agreement does not require the Organization or Buyer to schedule any events.

Buyer grants the Organization the non-exclusive, non-transferable, revocable right to use the tools and templates that Buyer may provide for the Organization to promote FUNDrive event(s), including use of the FUNDrive Portal, subject to the Organizations acceptance of the [Terms of Use](#) and [Privacy Policy](#) associated with the FUNDrive Portal. The Organization must not create any materials that reference Buyer, or Buyer’s business names or logos (including but not limited to Savers, Value Village, Village des Valeurs or Unique Thrift), or the FUNDrive program except with Buyer’s prior written approval. The Organization agrees that it will not distribute flyers, or solicit donations, on Buyer’s property.

The Organization is solely responsible for its own fundraising and solicitation activities and for hosting its own FUNDrive event(s). Buyer does not solicit goods on behalf of the Organization, does not promote any FUNDrive event on behalf of the Organization, and does not provide professional fundraising advice and/or services to the Organization. Buyer provides generic template tools for free. At the end of the FUNDrive event, the Organization can choose to deliver and sell the collected items to Buyer pursuant to this Agreement.

Purchase Price & Delivery of Product

Buyer agrees to purchase agreed deliveries of Product from the Organization (excluding Product on the Do Not Accept List), following completion of a scheduled FUNDrive event at the Purchase Price. Buyer may in its sole discretion advise the Organization of a maximum volume that it is able to receive at any location or in any week.

The **Purchase Price** is a set price per pound of Soft Goods, Miscel, and Books & Media, and a set fee per item of Furniture and OLI. The Purchase Price for any scheduled FUNDrive event will be the Proposed Purchase Price, unless otherwise agreed in writing by Buyer and Organization.

Prior to the occurrence of any scheduled FUNDrive event, Buyer will notify Organization, by email, of the **Proposed Purchase Price** for Product at the scheduled event. The Organization must review and accept the Proposed Purchase Price before proceeding with delivering any Product to Buyer. Should Organization proceed to deliver the Product to Buyer, the Organization will be deemed to have accepted the Proposed Purchase Price. The Proposed Purchase Price is applicable only to the nominated FUNDrive event, and the Purchase Price for all future events will be subject to change, in accordance with the procedure outlined in this Agreement.

If the Organization wishes to sell Product from a FUNDrive event to Buyer at the Proposed Purchase Price, the Organization must deliver the Product to Buyer’s designated delivery location at the scheduled time and date. Buyer will measure the Product at the time of receipt from the Organization in the presence of the Organization and/or its delegated representative. Title and risk of loss of the Product will pass from the Organization to Buyer at the time that Buyer accepts delivery of the Product from the Organization. Title and risk of loss will transfer to Buyer even if the Organization has not yet been paid for such Product, provided that Buyer will not be relieved of its obligation to pay for the Product in accordance with the terms of this Agreement.

Buyer will receive a preliminary receipt or acknowledgment (by email or otherwise) of the volume of Product received, which may include an estimate of the anticipated payment for the Product. The Organization understands and agrees that any estimated volume or payment is an estimate only, is subject to final calculations and deduction of any Product that is determined by Buyer to be included on the Do Not Accept List.

Buyer will pay the Organization within forty-five (45) days following receipt of the Product. Buyer will not pay any other persons or entities at the Organization’s direction, other than the Organization. Buyer may determine in its sole discretion that all payments will be made by ACH transfer, and in such case you must provide all necessary account information as reasonably requested by Buyer for that purpose. You must provide bank account details for the Organization, and not your personal bank account. To the extent you take possession and custody of funds on behalf of the Organization at any time, you warrant that you will ensure the payment is provided to the Organization in full, and you indemnify Buyer for any claims that may arise due to your failure to provide full payment to the Organization.

Any funds received by the Organization from Buyer under this Agreement are payment for the purchase of Product, NOT a donation by Buyer to the Organization. The Organization should obtain its own tax and legal advice with respect to the method of any required reporting on the payment received from the Buyer.

U.S. Only: The Organization must have submitted an IRS Form W-9 'Taxpayer Identification Number and Certification', failing which any scheduled events will be cancelled and/or Buyer will have no obligation to pay the Purchase Price until the Form W-9 is submitted.

Payment to National Organizations on behalf of Affiliated Chapters: If you are an Organization acting as an Affiliated Chapter for a National Organization (as those terms are defined in the applicable FUNDrive Parent Organization Agreement), then notwithstanding anything foregoing, the W-9 obligations are fulfilled by the National Organization, and payment for Product delivered by the Organization/Affiliated Chapter will be made directly to the National Organization.

Definitions

In the U.S., **Buyer** means TVI, Inc. a Washington corporation. In Canada, **Buyer** means Value Village Stores, a British Columbia partnership.

Product means all Soft Goods, Miscel, Books & Media, Furniture and OLI, excluding items on the Do Not Accept List. **Soft Goods** means all clothing, shoes, accessories and bed and bath items, including clothing (men's, women's, children's), clothing accessories (hats, mittens, scarves, ties, nylons, socks, underwear), personal accessories (purses, wallets, fanny packs, bags), bed and bath (towels, sheets, blankets, pillows, curtains, tablecloths), shoes (all types) and other cloth materials. **Miscel** means small household goods, small sporting goods and small electrical items (excluding Books & Media) in each case smaller than 18" x 18" x 18" in size in all directions. Miscel includes housewares (toys, games, puzzles, jewelry, crafts, mugs, pots, pans, candles, pictures/frames, utensils, small garden tools, china cups, vases, dishes, cutlery, stuffed animals, glassware, silverware, stemware, baskets, ornaments, hand tools), small electrical items (toasters, radio, power tools, irons, blenders, mixers, small stereos, CD players) and small sporting goods. **Books & Media** means hardback books, paperback books, magazines, records, tapes, CDs, videos, DVDs and computer software, but excluding encyclopedias. **Furniture** means seating (sofas, couches, loveseats, recliners, foot stools, chairs), tables (dining, kitchen, coffee, end, computer, night stand, patio), storage units (dresser, hutch, armoire, bookcase, cabinets, entertainment center), beds (headboards, footboards, frames). **OLI** (Other large items) means all items (excluding Soft Goods and furniture) larger than 18" x 18" x 18" in size in any direction (for example, stereos, speakers, DVD and VCR players, bicycles, golf equipment, garden tools, table lamps, floor lamps, sports equipment, exercise equipment, skis, humidifiers). Other large items intended as a set will be counted as one item for the set (for example, golf club sets, sets of speakers, pairs of skis, etc.). The **Do Not Accept List** means the list of items that Buyer cannot accept, including any items that do not meet the definition of Soft Goods, Miscel, Books & Media, Furniture or OLI, and includes but is not limited to garbage or trash, water damaged or moldy items, business liquidation stock, make-up and personal toiletries, encyclopedias, weapons (firearms, explosives, ammunition, flares, etc.), hazardous materials (batteries, paints, chemicals, cleaning products, poisons, etc.), construction materials (lumber, pipes, floors, tubs, cabinets, carpet, doors, windows, etc. – some items in this category may be accepted, including faucets, light fixtures, stained glass windows, hardware, decorative items), flammable products (including any items that operate on or contain fuel (even if the items do not have a fuel or gas tank), including gas cans, propane cylinders, barbecues, lawn mowers, weed trimmers, cap stoves, tiki torches, etc.), automobile parts (tires, mufflers, fenders, etc. – some items in this category may be accepted, including car radios and small parts), damaged furniture (that is torn, soiled or in need of repair), certain beds and bedding parts (hide-a-beds, bunk beds, mattresses, box springs, waterbeds, coil springs, etc.), large televisions in cabinets, CRT "tube" televisions and monitors (this exclusion does not apply to LCD, LED or plasma flat screens), infant products (car seats, cribs and products restricted by law), swing sets, food, pets, large appliances (refrigerators, dishwashers, furnaces, stoves, washing machines, etc.), marine vessels (boats, canoes, kayaks, etc.), swimming pools (small children's plastic pools are accepted) and such other items that Buyer may determine in its sole discretion as unacceptable, unsellable or unusable. Buyer will take reasonable steps to notify the Organization if they have delivered items on the Do Not Accept List, and give the Organization the opportunity to collect such items. Buyer is not required to pay the Purchase Price for any items on the Do Not Accept List. The Do Not Accept List may be updated from time to time by Buyer.

Notices & Communication

Notices to the Organization will be sent to the email address for the Organization Primary Contact and/or Organization Fundraiser Representative as provided by the Organization in the FUNDrive portal, as may be updated by the Organization from time to time. Notices to Buyer must be sent by email to fundrivesupport@savers.com. By acknowledging this Agreement on behalf of the Organization, and providing an email address and phone number for Buyer to contact the Organization, you confirm that you have authority to provide such contact information, and you agree and consent to receive email communications, text messages and telephone calls at the nominated

addresses/numbers for any marketing by Buyer relating to the FUNDrive program, and Buyer's other retail and donation programs. You may unsubscribe from receiving emails at any time, by following the instructions on such communication. This paragraph will apply to any new email address or phone number that you, or such other representatives of the Organization, may provide to Buyer.

Marketing Materials

In preparing and using the FUNDrive tools and templates, or other materials used by the Organization to promote the FUNDrive event(s), you acknowledge and agree that you have the right to use the name and logo of the Organization ("**Organization Marks**") to solicit donations of used clothing and household goods. You shall defend, indemnify and hold Buyer harmless against any demand, claim, assertion of liability or action, arising out of or relating to claims with respect to the use of the Organization Marks in association with the FUNDrive event(s).

On behalf of the Organization, you hereby authorize Buyer to use the Organization Marks, and any pictures, photographs or portraits taken of the Organization representatives during a FUNDrive event, for such use as Buyer shall determine in its discretion, including but not limited to marketing and advertising relating to the FUNDrive program. On behalf of the Organization, you hereby waive all right to inspect or approve any such marketing or advertising using the Organization Marks, including the written copy, that may be created by Buyer. Furthermore, without limiting the foregoing, you hereby authorize Buyer to publish in its marketing and/or advertising materials any review of FUNDrive in full or in part submitted by Organization.

Termination, Dispute & Release

Either party may terminate this Agreement for any reason, by giving the other party at least 10 days' notice of termination. Buyer may in its sole discretion elect to terminate this Agreement with 24 hours' notice to the Organization in the event that Buyer becomes aware or reasonably suspects that the Organization intends to intentionally deliver Product on the Do Not Accept List to Buyer.

Buyer shall pay the Purchase Price due under this Agreement up to the date of termination for all Product received by Buyer from the Organization following an agreed scheduled event (excluding any items on the Do Not Accept List), and otherwise each party shall bear its own costs and expenses associated with the termination of this Agreement.

This Agreement, and any alleged default or breach thereof shall be construed or determined, in accordance with the Governing Law without regard to the conflict of laws provisions thereof to the extent such principles would require or permit the application of laws of any other jurisdiction. For FUNDrive events occurring in the U.S., the Governing Law of this Agreement will be the State of Washington. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. For FUNDrive events occurring in Canada, the Governing Law of this Agreement will be the Province of Ontario. Any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the *Arbitration Act, 1991*, S.O 1990, c.17, as amended or replaced from time to time. The decision of the arbitrator shall be final and binding upon the parties thereto both in respect of the procedure and the conduct of the parties during the arbitration, and the final determination of the issues therein, and the decision shall not be subject to appeal or leave to appeal. In either the U.S. or Canada: Each party shall bear all of its own expenses, including with respect to its counsel and witnesses in connection with the initiation and conduct of the arbitration. The costs of the arbitrator and the arbitration facility shall be borne by the parties in such proportions as the arbitrator shall determine. Both parties waive any claim or cause of action against the other party for exemplary or punitive damages.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

The Organization agrees to release Buyer (and its agents, servants, employees, officers and directors) from any claims arising from or relating to the subject matter of this Agreement, except to the extent caused by Buyer's gross negligence.

Miscellaneous

This Agreement contains the entire agreement between the parties and supersedes all previous agreements, written or oral, express or implied. This Agreement may not be amended, except with the prior written consent of Buyer. Both parties must comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and requirements, whether now in force or hereafter enacted, and must provide all reasonable and necessary assistance to allow the other party to so comply. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions

will be interpreted with regard to the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect. This Agreement may not be assigned in whole or part by the Organization without the prior approval of Buyer. Buyer may assign this Agreement by written notice to Organization. Buyer may assign this Agreement to an affiliated entity of Buyer without notice to Organization.

Authority to Represent the Organization

By acknowledging and accepting this Agreement, you represent and warrant that the Organization is a non-profit or charitable organization, and you are duly authorized and have legal capacity to accept this Agreement on behalf of the Organization, and that this Agreement is a valid and legal agreement binding on the Organization and enforceable in accordance with its terms.