Paint Project Agreement

Via-Email

Global Paint for Charity

Date: _____

Re: GPC Paint Project 1st Year ☐ 2nd Year ☐ 3rd Year ☐ Other ☐

Dear:

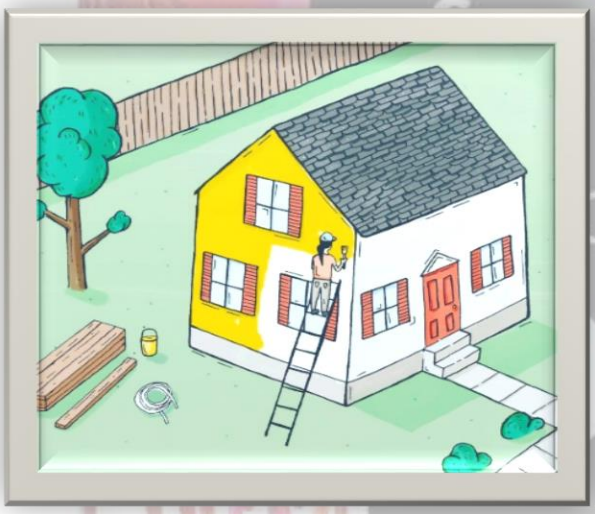
Global Paint for Charity ("**GPC**") appreciates your generous offer to host a Paint Project with us. GPC graciously accepts your offer, subject to the terms, qualifications and agreements described in this letter agreement and any attachments hereto (this "**Letter Agreement**").

Hosting a GPC Paint Project is the best way to give back to our communities. Through our Beautification and Paint Project right here in the U.S., we have worked with local youths, community groups and thousand volunteers from many corporations to paint and apply a splash of color to the lives of the underprivileged in our communities. Our paint project is something that brings people together to paint for the single elderly seniors, widows and neglected locations in our communities. Regardless of the size of the volunteers and the ultimate purpose(s) of the company's social and community responsibility, our paint programs are said to build social benefits by boosting individual's engagement, as well as building organizational impacts and support for the community.

Join other like-minded businesses and non-profit organization and help make a difference in our community. There are dozens of paint project opportunities. This application is based on the following volunteer projects to transform and beautify our city one mural at a time:

- Outdoor home painting for residents that are physically and/or financially unable to paint the residence on their own.
- Painting of common neighborhood areas, which can include walls painting, community parks and sidewalks and Dividing Lanes.
- Painting a homeless shelter, repainting an historic cemetery and vacant houses.
- Painting classrooms at a public school, stadiums, local playgrounds and much more.
- Community Cleanup activities. Remove glasses, plastic bags, caps, plastic bottles, and other micro trash and debris that had accumulated over many years in abandoned areas in the community.
- Garden's Restoration and Cleanup: restoring vegetable gardens, watering plants, removing weeds or adding weeds to eliminate non-native invasive plants.
- We have ongoing volunteer programs or one-time events, specifically tailored to the needs and interests of your company. The collaboration between the Global Paint team and your employees ensures that each paint project meets a community need and reflects your corporate culture and values

We work closely with local partners, corporations, colleges and universities, missionary churches, property owners, charitable organizations, and government agencies to host painting projects around the world and targeted communities in the U.S. We seek out individuals, groups, and organizations that have a passion for their community, elderly seniors and vulnerable populations to handle the responsibilities of a successful community service project.



Qualified Project Activities

Each project will involve a partnership which must include:

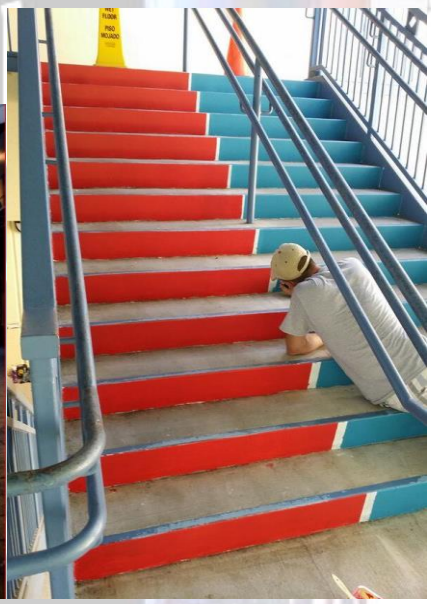
- a non-profit organization with expertise in working in the community.
- an artist or arts organization with expertise in painting murals; and
- a representative of the proposed location or the property owner.
- Representatives of a ongoing gardening program
- Permission must be issued by the local Mayor or community leader.

Global Paint and partners will ensure that the project leaders must commit to working with the community leaders, volunteers, the local residents and business owners on the selection of the location to be painted.

The representative of the proposed location could be a property owner, a business, an association or a community association in a neighborhood or in the community. Property owners may include, but are not limited to: schools, private businesses, churches, hospitals, prisons etc.

Qualified Partners

The lead partner**,** or applicant will be responsible for the project expenditures and reporting. The lead applicant may not be a City body although City property can be considered for the project. Other partners need not be incorporated.



Identifying the Right location/property to be painted

Our programs are intended to create outdoor beautification, vivid public murals and bridges, which will prevent graffiti and enhance safety, health and cleanliness in the community. Our partner is responsible to complete all research, consultations and negotiations required to select and implement the project. All projects will be subject to the Location Review Process to ensure that the proposed location and design meet the requirements of relevant city requirements as well as federal and local regulations.

Global Paint will provide all paint at no cost to the paint project organizer or city and other community leaders. Interested individuals must contact the City Mayor or corporate and private firms for assistance.

After the project completion; ongoing maintenance of the site is the responsibility of the residents and business owner living there. The expected life cycle of an outdoor paint work is 5 years; therefore, Global Paint for Charity will not provide ongoing maintenance of the facility.

For ArtWorks

All Artworks will be subject to the City's guideline to ensure that the proposed location and artwork meet the requirements of relevant city requirements as well as federal and local regulations. A business' name or logo is not allowed as part of the artwork unless that company is the project's sponsor. In this case, up to 10% of the project may be utilized as an acknowledgement recognizing the sponsor provided it does not exceed an area of 1 square meter and is located at a bottom corner of a wall.

The signature of the artist, or any other mark which references the artist, must also be placed in this acknowledgement area and may not form part of the overall design.

ORGANIZATION/CLIENT INFORMATION

Re: GPC Paint Project 1st Year ☐ 2nd Year ☐ 3rd Year ☐ Other ☐

Today's Date:_____ **Proposal #:020187**

Date To Host the Paint Project: _____

Organization/Resident:_____

Address: _____ _____ ____ _____ _____ _____ __

City State ZIP

Office Phone _____ **Fax** _____

Website _____

PROJECT INFORMATION

Project Leader Name _____

Title/Phone _____ Cell **Phone** _____

Email Address _____

Company/Organization Name_____

Company Address _____

Project Labor/works Painting, gardening, and cleaning.

Project/Work Engagement Description:

PROJECT DETAILS

Project 1	Description (Painting)	Tools & Materials **(Quantities)**	**How many Volunteers?**	**Project Day & Time check one**
				☐
				Lunch
Project 2	Description (Community Cleanup)	Tools & Materials **(Quantities)**	**How many Volunteers?**	**Project Day & Time check one**
				☐
				Lunch
Project 3	Description (Garden Restoration)	Tools & Materials **(Quantities)**	**How many Volunteers?**	**Project Day & Time check one**
				☐
				Lunch

Paint Quantity

- Please provide the total amount of paint needed to complete the project.
- _____

Paint Colors/Types

- Please provide the colors to be used 15 days prior the project date.
- Choice of colors may affect the number of our availability for your project due to demand and supply of our recycling efforts._____

PROJECT PREPARATION –

Global Paint for Charity ("**GPC**") appreciates your generous offer to host a Paint Project (or Painting) to beautify our communities and prevent sanitation, bad germs, graffiti on murals and walls throughout the world. GPC graciously accepts your offer, subject to the terms, qualifications and agreements described in this letter agreement and any attachments hereto (this "**Letter Agreement**").

Project Objectives

The Paint project is a subproject under the Global Paint for Charity initiatives. It was designed to contribute to a clean, healthy, safe and beautiful community by painting for residents that are physically and/or financially unable to paint the residence on their own. Also engage the community leaders and groups, non-profit organizations, local residents, faith organization, business owners and youth in some creative and friendly activities to give back and transform their communities.

Organizer (s). You will participate/organize a paint project to be held during the time period and at the location (the "**Site**") stated on **Appendix A** (attached). If you choose to organize multiple Paint Projects, the dates of each will be listed on Appendix A and this letter agreement will govern all Paint Projects for the current year.

In connection with the Painting, you agree to do the following:

- The proposed location has met the requirements of the community at large as well as federal and local regulations
- You have completed all researches, consultations and negotiations required to select the property above.
- Take reasonable actions to publicize and promote the Paint Project at least 14 days before the Painting;
- Notify at least one media source about the paint project at least 7 days before the painting;
- Recruit volunteers to staff the painting project.
- Provide tools and paint supplies and materials.
- Obtain all necessary permits, consents and permissions to conduct the Paint Project at the Site.
- Hire police to direct traffic near the Site, if necessary to conduct the painting in a safe and orderly manner.
- Prior to the painting, distribute to and review with all volunteers GPC's Standard Operating Procedures, attached as Exhibit 1 , and inform volunteers that they must comply with the Weaver.

During the Painting,

- Provide a sign in sheet and collect volunteers' contact info for future projects.
- Conduct the painting in accordance with and ensure that volunteers comply with the guidelines and with Federal and State of Georgia laws;
- Allow GPC representatives to attend and speak at the Paint event if GPC so requests; and
- Allow GPC to take photos during the painting and use such photos in promotional materials, social media.

Project Execution

- Peeling and graffiti areas must be scraped and sanded to provide a smooth surface for painting
- Wood objects, doors and windows must be sealed with different paint grade caulking.
- Furnishings and floors must be protected with drop-clothes as required by GPC to prevent damage from paint spatters
- Beyond the scope of the project specified above, only volunteers will perform most of the works. GPC has no professional painters and If any change or extra products may be needed to complete the project, the project will be delayed or unless other agents or partners will provide immediate assistance.
- Volunteers/Work Crews are not authorized to complete work beyond the detailed specifications above without a written and signed request. Please contact GPC at info@globalpaints.org for any changes or additional requirements.

Fees

- GPC will complete all of the above work in a volunteerlike manner with its volunteers at no charge. However, donation can be made on the organization website www.globalpaints.org or cash donation, check or money order to its office or in person. Global Paint is a 501(c)3 charity. Your donation is tax-deductible as allowed by U.S. law.

PROJECT PREPARATION – Volunteers

GPC requires that a minimum volunteer age requirement is 16 years with an adult (parent, group leader, etc) is present to supervise._____

How many volunteers will you provide for this paint project? _____

What is the maximum numbers needed to complete this paint project? _____

Need volunteers to help with the painting activities? _____

There is a possibility of augmenting your volunteer needs with volunteers from our previous projects. Please indicate your interest and we will follow up with you for details. Volunteer requests require a 30 day lead time.

Will you have a well-stocked first aid kit on site? ☐ Yes ☐ No

Where will it be located? _____Nearest Hospital __

PROJECT DETAILS

In order to support you, GPC agrees (1) prior to the Painting Project, to provide you with promotional materials about GPC; (2) one hour prior to the Painting, to lay down tarps in the painting area, (3) within 1-4 hours after the Painting, to remove the empty containers that comply with the Paint Project Standards; and (4) if you and GPC so agree and specify in Appendix A, to provide you with the number of GPC volunteers stated in Appendix A.

Use of GPC's Name. You may use GPC's name (including "GPC" and "Global Paint for Charity") (the "**Name**") and GPC's logo, marks and graphics (collectively, the "**Marks**") in connection with publicity related to the Paint Project; provided, however, that prior to the use of the Name or Marks, you must submit a sample of such proposed use to GPC for its prior approval. Once GPC approves a particular use of the Name or Marks, the approval will remain in effect for such use until three (3) months after the date of the latest occurring Painting stated on Appendix A, unless GPC withdraws its consent at an earlier time. You agree to not use the Name or Marks in bad taste or in any other manner that would harm GPC or its reputation and to comply with any instructions or standards with respect to the Name or Marks which GPC provides at any time.

Prior to and during the Painting, you will inform paint volunteers about the Paint Standards. You acknowledge that GPC will refuse to complete to any damages as a result of this project and GPC will have no liability for any non-compliant to the painting standards. If a volunteer behaves in any such non-compliant during the painting, you will professionally handle the situation in accordance with applicable laws.

Relationship. Nothing contained in this Letter Agreement is intended to create, nor shall it be construed so as to create, a partnership, joint venture, co-venture, or joint undertaking by and between you and GPC. You are not an agent of GPC and you do not have any power or authority to act on behalf of the GPC and you will not make any representations to the contrary.

Termination. This Letter Agreement may be terminated by either party at any time upon written notice to the other. Termination of this Letter Agreement will not affect the "Indemnification" and "Limits on Liability; Disclaimer" provisions, which shall remain operative and in full force and effect regardless of the termination of this Letter Agreement.

Indemnification. You agree to indemnify, defend and hold harmless GPC and its staff, officers, agents, representatives and volunteers (the "**Indemnitees**") from and against any and all losses, claims, damages and liabilities, joint or several, to which any Indemnitee may become subject as a result of or related to the Painting. You agree to reimburse each such Indemnitee for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action.

Limits on Liability; Disclaimer. GPC's aggregate liability to you under or relating to this letter agreement or relating to the Painting shall not exceed $100.00. GPC shall not be liable for any damages or expenses arising from or relating to the paint or the presence of its volunteers, staff, officers, representatives or agents at the painting. IN NO EVENT WILL GPC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES. GPC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ITS SERVICES OR MATERIALS.

Additional Terms. You and GPC may agree to additional terms or terms different than those stated in the body of this Letter Agreement, and such new terms shall be stated on Appendix A. In the event of a conflict between Appendix A and the other terms of this Letter Agreement, Appendix A shall control. This Letter Agreement, including Appendix A and Exhibit 1, contains the entire agreement and understanding between the parties with respect to the Paint project and supersedes all prior agreements and understandings relating to such subject matter.

Please indicate your agreement to the foregoing by signing in the space provided below on the enclosed copy of this letter agreement and returning it to me at your convenience.

ORGANIZATION AGREEMENT -

I (name of Project Leader) _____ _____ agree to work with GPC's volunteers/team

and accept the terms and conditions of this Letter Agreement for the above project at (Location)

_____from (date) _____ to (date) _____

I agree to provide and complete the following: (***check ALL boxes***)

- ☐ Provide any relevant supplies - i.e. tools, equipment, materials, painting supplies as discussed above etc

SUPPLIED BY MY ORG. & GPC

- ☐ Ensure that all relevant project supplies (including paint) are ready for the project *on the day of the project (arrange shipment and delivery if relevant – this includes paints, tools and/or landscaping supplies).*
- ☐ Be there for set up and finalize the project (recruit relevant and local volunteers to assist with the project if necessary).
- ☐ Return and provide all sign-in information/documentation immediately after the completion.

Signed _____ _____ Date:_____

GPC (project Head): __Rony Delgarde_____ _____

Please note that a submitted project proposal does not necessarily guarantee its completion. Projects are dependent on sufficient volunteers and supplies being available on the day of the project execution.

OFFICE USE ONLY

Date Responded: ___ / ___ /_____
Application completed? Y or N Record Mileage/Initial_____
Record Details: _____
APPROVED: _____N/A _____ (Please Print Name) _____ _____

YOU MAY EMAIL, MAIL OR FAX THIS FORM TO:
GLOBAL PAINT FOR CHARITY, INC.
PO BOX 48855, ATLANTA, GEORGIA, 30362
FAX: 800-994-7329
EMAIL INFO@GLOBALPAINTS.ORG

Rony Delgarde
President & Founder, Global Paint for Charity
Rony Delgarde

Thank You Letter from Gwen Howard

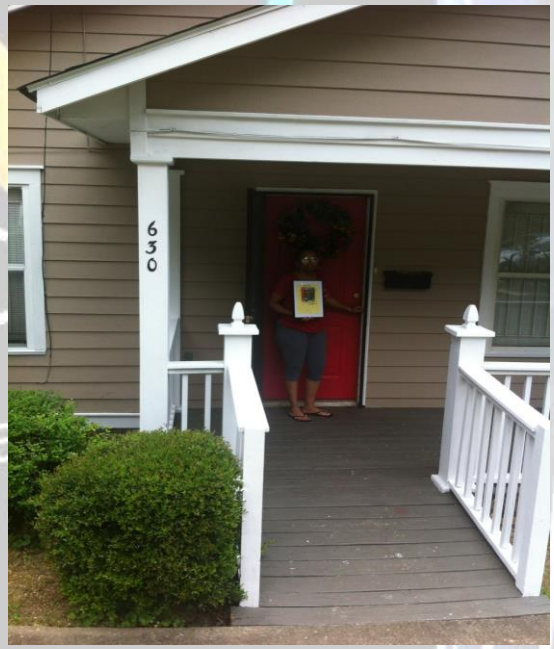
I would like to humbly thank Global Paint for Charity and their group of volunteers from the depths of my soul. Words can't accurately capture and illustrate my gratitude, you were a truly a blessing!

Due to me being diagnosed with breast cancer in 2012, I have accumulated many bills that makes it hard to focus on the upkeep of the house. I have had periods during this time that I have not had the best insurance and have had extremely large deductibles.

Thank you million times over and over again! I would have loved to been there to thank every soul that contributed to this wonderful gift individually. The work you do is a Godsend.

Bless all you new friends,

Gwendolyn Howard
Atlanta, Georgia



BEFORE

AFTER

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