Paint Drive Agreement

Global Paint For Charity

Date: _________

Re: GPC Paint Drive 1st Year □ 2nd Year □ 3rd Year □ Other □

Dear:

Global Paint for Charity ("GPC") appreciates your generous offer to host a Paint Drive (or Drives) to collect paint donations on behalf of GPC. GPC graciously accepts your offer, subject to the terms, qualifications and agreements described in this letter agreement and any attachments hereto (this “Letter Agreement”).

The Paint Drive. You will organize a paint drive (the “Drive”) to be held during the time period and at the location (the “Site”) stated on Appendix A (attached). If you choose to organize multiple Drives, the dates of each will be listed on Appendix A and this letter agreement will govern all Drives.

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

- Take reasonable actions to publicize and promote the Drive at least 25 days before the Drive; Notify at least one local media source about the Drive at least 7 days before the Drive;
- Recruit volunteers to staff the Drive;
- Obtain all necessary permits, consents and permissions to conduct the Drive at the Site;
- Having police officers to direct traffic near the Site, if necessary to conduct the Drive in a safe and orderly manner;
- Prior to the Drive, distribute to and review with all Drive volunteers GPC’s Standard Operating Procedures, attached as Exhibit 1 (the “SOP”), and inform volunteers that they must comply with the Weaver;
- Conduct the Drive in accordance with and ensure that volunteers comply with the weaver or SOP and with Federal and State of Georgia/ your State ________ laws;

Fundraising:

- Provide a container and collect monetary donations from donors and local officials,
- Transfer monies collected from the event to GPC immediately after the Drive.
- Accept only those paint donations that comply with the Paint Donation Standards (defined below);
- Record donations of paint and money (including the payment per can) and provide receipts to donors if donors so request;

Other

- Allow GPC representatives to attend and speak at the Drive if GPC so requests; and
- Allow GPC representatives or your team members to take photos during the Drive and use such photos in promotional materials and social media.

In order to support you, GPC agrees (1) prior to the Drive, to provide you with promotional materials about GPC; (2) one hour prior to the Drive, provide number of volunteers in the paint collection area, (3) within 1-4 hours after the Drive, to collect and remove the paint donations that comply with the Paint Donation Standards; and (4) if you and GPC so agree and specify in Appendix A, to provide you with the number of GPC volunteers, transportation and safety kit 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 Drive; 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 Drive 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.

Paint Donation Standards. You agree to only accept paint donations that comply with the following standards (the “Paint Donation Standards”):

- All Latex Paint cans or buckets must be at least 25% full of WET paint
- Paint cans cannot be rusty. Dried paint is not accepted.
- Paint cans must be at least 25% full of wet paint to be accepted.
- Paint thinners, stains and spackle are not accepted.
- Oil Paint won’t be accepted.

Prior to and during the Drive, you will inform paint donors and volunteers about the Paint Donation Standards. You will also separately aggregate all oil paint donations to be examined by GPC. You acknowledge that GPC will refuse to accept any donation that does not comply with the Paint Donation Standards and GPC will have no liability for transporting or disposing of any such non-compliant paint donation. If you accept any such non-compliant paint donation, you will safely dispose of any such paint donation 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 “Indemnites”) 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 Drive. 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 Drive shall not exceed $100.00. GPC shall not be liable for any damages or expenses arising from or relating to the Drive or the presence of its volunteers, staff, officers, representatives or agents at the Drive. 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 Drive and supersedes all prior agreements and understandings relating to such subject matter.
Appendix A

Organization Name: __________________________________________

Date of Paint Drive: ________________________________

Number of Participants: ______________________________________

Site of Paint Drive: _________________________________________

Contact Person (if different): _________________________________

Email: _____________________________________________________

Phone Number: _____________________________________________

Address of Organization: _____________________________________

Number of GPC volunteers To be provided, if any: _________

Additional terms: ____________________________________________

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

www.globalpaints.org
You can find all the information you need to get the Paint Drive a great success on our website at www.globalpaints.org.
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
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.

Very truly yours,

Rony Delgarde
Founder & President, Global Paint for Charity

The foregoing is hereby agreed to as of the day and year set forth above:

Organization name: ____________________________

By: ____________________________
   (Signature)

Title: ____________________________