



# OneSource Warehouse Club

## What is OneSource?

OneSource provides trusted services, products and connections to Greater Cincinnati area nonprofits -- helping you enhance your impact in the community. OneSource provides solutions that help nonprofits thrive. Whether the need is for office furniture or items to help improve a nonprofit's outreach; we have a warehouse of goods available for a low administrative fee. In addition, our consulting services, community calendar, online resources, coaching, trainings and more are available to assist and guide.

## What is the OneSource Warehouse Club?

Our Warehouse Club prequalifies agency staff to shop in our warehouse for nonprofit operational needs and for items to benefit your agency clients. Our warehouse is the only one of its kind in the Greater Cincinnati area offering donated items that nonprofits need at greatly reduced costs (normally 10 to 30% of retail pricing.) Our inventory comes from local corporate donors and our partnership with Good360, which connects us to national retail donors. Products available in our warehouse:

- Furniture Bank (desks, chairs, file cabinets, conference room tables and more)
- Marketplace items (personal care, home goods, child-care supplies, cleaning supplies, toys and educational items)
- Hardware Connections (shelving, light fixtures, doors, hardware and electrical supplies, building supplies)

Additional benefits of being a OneSource Warehouse Club member:

- Discounted fee for monthly OneSource training (Building Blocks Seminars)
- Free Event Décor Rental (See website for catalog.)
- Discounted OneSource Consulting

## Who is Eligible?

These organizations qualify for OneSource Warehouse Club membership:

- Nonprofits with a 501(c)3 determination letter from the IRS
- Furniture Bank items are available only to organizations with a legitimate business address (no private residences)

OneSource Warehouse Club memberships are valid for one year from the date of application acceptance. Membership fees are based on agency annual operating budgets.

<u>Budget</u>	<u>Membership Fee</u>
\$0 - \$100,000	\$35
\$100,001 - \$500,000	\$60
\$500,001 - \$1 Million	\$75
\$1,000,001 - \$5 Million	\$105
Over \$5 Million	\$135



## OneSource Warehouse Club Membership Application

*Note: all requested information must be provided for application to be processed*

Date: \_\_\_\_\_

Organization's Name: \_\_\_\_\_

Organization's Previous Name (if applicable): \_\_\_\_\_

Please provide the organization's business address. (Personal addresses not accepted.)

Street Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Web Address: \_\_\_\_\_

Tax Exemption Number as Listed on 501(c)(3): \_\_\_\_\_

Name of Executive Director (Chief Operating Officer): \_\_\_\_\_

Title: \_\_\_\_\_

Email Address for Executive Director (Chief Operating Officer): \_\_\_\_\_

How many locations does your agency have? \_\_\_\_\_

How many employees does your agency have? \_\_\_\_\_

Is your agency funded by United Way? (circle appropriate answer)      Yes      No

Do you require Purchase Order Numbers? (Circle one)      Yes      No

Who in your organization should receive inventory updates and seminar communications?

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

How did you learn about OneSource?

OneSource Email     OneSource Website     Co-worker     Nonprofit Member     Other: \_\_\_\_\_

## **ONESOURCE WAREHOUSE CLUB MEMBERSHIP & OVERVIEW AGREEMENT**

***Please carefully review membership terms and share with organization representatives who will using this OneSource Warehouse Club membership. All representatives are responsible for following the membership agreement.***

\_\_\_\_\_ understands that:  
(Organization's name here)

1. OneSource warehouse is open for shopping Monday through Friday, 8:30 am to 4:00 pm.
2. An administrative fee of 10% to 30% of the fair market value is applied to all merchandise to defray operating expenses.
3. All merchandise purchased through OneSource Warehouse Club must be used for nonprofit mission or operations.
4. Purchased items may not be used for personal use, resale, barter, raffles or as gifts for staff or volunteers.
5. Members may not take items for other organizations.
6. Membership and handling fees must be paid with an organization's check or credit card. We do not except cash, money orders, personal checks or personal credit cards.
7. Merchandise must be picked up within seven business days of purchase. After that time, your account will be credited with the invoice amount, minus a 25% restocking fee and items will be placed back into inventory.
8. Delivery service is provided for a fee to your organization's business address. We will not deliver to private residences, storage facilities or locations only accessible by stairs.
9. OneSource reserves the right to refuse or terminate any membership at any time at its sole discretion. Except as provided below, if OneSource terminates a membership, the member will be reimbursed on a pro-rated basis for any membership fee already paid.
10. Membership is subject to compliance with OneSource rules, including those listed above. A violation of any OneSource rule may result in termination of membership with no right to reimbursement of any membership fee paid.
11. OneSource is released from all liabilities or claims arising for the use of resources acquired from OneSource and you agree to defend, indemnify and hold OneSource harmless for any such liabilities or claims.

I, the Chief Executive Officer of \_\_\_\_\_ have read, understand and agree to comply with the requirements of OneSource. I certify that all information provided by the organization to OneSource is true and correct to the best of my knowledge.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Please enclose membership fee along with completed membership application.***

Your Agency's Annual Operating Budget	\$0 – \$100,000	\$100,001 – \$500,000	\$500,001 – \$1 Million	\$1,000,001 – \$5 Million	Over \$5 Million
OneSource Membership Fee	\$35	\$60	\$75	\$105	\$135

## GOOD360'S DONATION ACCEPTANCE AGREEMENT

\_\_\_\_\_ understands and agrees that this is a contract for the receipt, and use, by

\_\_\_\_\_ (the organization that you represent) of certain items that were donated to Good360 by certain corporations and/or other donors ("Donated Goods"). You agree and affirm that your organization is a registered member of Good360 and that, as a result of your registration, you are eligible to receive certain Donated Goods from Good360. You further agree to the terms and conditions expressed below. Your organization may be suspended or terminated from Good360 for violating these terms and conditions.

Where written, "You" refers to, and is binding upon, the organization as a whole.

### Membership

- \_\_\_\_\_ (the organization) is a (a) tax-exempt organization as described in Section 501(c)(3) of the Federal Internal Revenue Code; (b) a tax-exempt school or library; or (c) a federally recognized U.S. Indian tribe or its political subdivision or reservation; and (d) not a private, non-operating foundation.

### Using Donated Goods

- You agree to use the Donated Goods solely to further a purpose or service related to the core purpose and/or programs supporting your tax exempt designation and, wherever and to the greatest extent possible, to support your work to care for the ill, needy or youth. You further agree that the Donated Goods will not be used to further or with the intent to commit a terrorist act(s).
- You agree and understand that the Donated Goods may **not be transferred, sold, given or assigned to any other nonprofit organization**, or other entity and that the Donated Goods must be **RECEIVED, STORED, and DISTRIBUTED** by your organization **AT A BUSINESS LOCATION—not a personal residence**.
- You understand and agree that **you will NOT SELL**, trade, barter or otherwise transfer the Donated Goods in exchange for money, property or services. Donations **CANNOT BE USED FOR FUNDRAISERS, RAFFLES or AUCTIONS; or SOLD IN THRIFT STORES, RESTORES, RETAIL STORES, on WEBSITES, in FLEA MARKETS**, or in any other manner. You further understand and agree that the Donated Goods **may not be used in conjunction with any fundraising activities** and that you will not accept voluntary, recommended or required cash "donations" in direct or indirect exchange for the Donated Goods. You also agree and understand that Donated Goods **MAY NOT BE GIVEN TO OR TAKEN BY YOUR VOLUNTEERS, OFFICERS, DIRECTORS, or EMPLOYEES**, for personal use and that the Donated Goods will not be returned to the donor or returned to the donor's retail store.
- You agree and understand that, **unless expressly stated otherwise and with authorization of Good360**, Donated Goods may **not be shipped or distributed internationally**, and may only be distributed within the United States of America.

### Receiving & Storing Donated Goods

- You understand and agree that any Donated Goods you may receive from Good360 will be received by you in **"as-is" condition** and that Good360 **makes no warranty, covenant or representation**, expressed or implied, regarding the Donated Goods, including without limitation, their design or condition or fitness for any particular purpose. Good360 shall not be liable for any direct or consequential damages or losses suffered or incurred by you or a third party as a result of the use or consumption of the Donated Goods.
- You understand and agree that you are responsible for the correct storage, disposal and use of the Donated Goods in accordance with the applicable manufacturers' instructions and guidelines. You **waive any and all claims against and release Good360 from all liability** associated with the use of the Donated Goods.

### Distribution Records

- You **agree to maintain adequate books and records of any Donated Goods** you may obtain from Good360 as **required by applicable tax regulations**, and to **make such records available upon request** to Good360 and/or the Internal Revenue Service. Records should include, but are not limited to, accurate records of any individual recipients of Donated Goods and **EXACT NAMES AND QUANTITIES OF DONATED GOODS RECEIVED BY THOSE INDIVIDUAL RECIPIENTS**.

*EXCEPTION FOR DISASTERS: Excepted from the Good360 Records requirement are organizations working in disaster relief. If you are registered through Good360 for, and working in, a disaster zone, you are encouraged (but not required) to maintain accurate records of individual recipients.*

- You further agree to provide adequate substantiation and records of your distribution of the Donated Goods to the Internal Revenue Service and/or Good360 promptly upon request.

### **Non-Discrimination Policy**

- You agree to adhere to a nondiscrimination policy in accordance with applicable state and federal law.

### **Indemnification**

- You agree to indemnify and hold harmless Good360, its donors, its affiliates, and each of its respective officers, directors, employees, agents, counsels, successors, and assigns from and against any loss, cost, damage, expense, or liabilities (including reasonable attorneys' fees) incurred in connection with any and all claims, including third party claims, that result from or relate to Good360's negligence or willful misconduct, or the manufacturing of the products donated by Good360 hereunder.

### **Reserved Rights of Good360**

- You understand and agree that Good360 reserves the right at any time, in its good faith discretion, to rescind or modify this agreement, forbid you from receiving further donations from Good360 or from making further disposition of any remaining Donated Goods; require you to return immediately any Donated Goods remaining in your possession or control; and/or take any additional action Good360 determines appropriate.

### **Media/Communications**

- You agree to **MAKE NO MENTION OF GOOD360, ITS DONATION PROGRAMS, OR ITS DONORS WITHOUT THE EXPRESS CONSENT OF ALL PARTIES.** Participating organizations are welcome and encouraged to publicize the positive impact of the donations they receive through Good360. However, as a courtesy and for legal reasons, we request that you coordinate all press statements that mention Good360, its donation programs or its donors, through our press office (press@good360.org), which will respond within 48 business hours to any and all inquiries. Press statements include, but are not limited to: Press releases, Media advisories, Interviews, Blogs, Webcasts, Newsletters and other materials.
- **You agree that unless you have a pre-existing relationship with a particular Good360 donor, you will refrain from the solicitation of products from Good360's donors without Good360's prior, written authorization.**

Should any dispute arise regarding this agreement, you agree to take all reasonable measures to resolve the dispute. However, if the dispute cannot be resolved, you also agree and understand that this Agreement may be enforced by legal action, including but not limited to injunctive or other equitable relief. This Agreement will be construed according to the laws of the Commonwealth of Virginia. In the event that a court holds you in breach of this Agreement, you agree to reimburse Good360 for its reasonable legal fees and costs incurred as a result of your breach of this Agreement.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date