

# Donation Request and Agreement—United States

## Instructions

Please use this form to request materials or financial support.

**IMPORTANT:** By signing this form, you as the requesting Organization agree to abide by the terms and conditions outlined below. **Read it carefully.** We analyze the details you provide to decide whether to grant the request. Your request may be endorsed by the leader of a local stake, but you are responsible. This Donation Request and Agreement (the "Agreement") becomes binding when an authorized representative of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (the "Church Charity") at its headquarters has approved and then signed the Agreement below.

The following types of donations are available:

- Commodities (food commodities, hygiene kits, etc.)
- Cash assistance (when it is not possible to provide specific commodities)

**Please note that we do not provide cash assistance for rent, construction, or operating costs, among other things.**

These requirements will apply to any donation we may provide you:

- Please allow a minimum of 30 days for your donation request to be processed and approved.
- Donations should provide short-term relief and foster self-reliance for those in need.
- Donations should not create an on-going dependency or continuing expectation of Church Charity support.
- Your Organization must be located within the stake boundaries of the stake president signing the form.

- An authorized representative of your Organization must sign this Agreement before you submit it. Wherever possible, the signer should be your Organization's designated contact person.
- By signing the Agreement, you represent and warrant that you:
  - **Will not** charge recipients any fee or charge for any donations from Church Charity.
  - **Will not** modify, remove, or replace the original labeling on any commodities. (All original labels must remain intact as received from Church Charity.)
  - **Will not** sell any commodities from Church Charity under any circumstances.

Your Organization's failure to follow these requirements will result in your becoming ineligible for further assistance from Church Charity.

- Your request will be reviewed at Church Charity headquarters. This Agreement will become a binding contract only if an authorized Church Charity representative approves it. You will be notified if it is approved.
- After you receive a donation, you are responsible to report on how you used the donation. Please submit a Donation Final Report to Church Charity headquarters. You will not be considered for any additional funding until you are current in your reporting obligations.
- Shipping details will be determined by the Headquarters Field Operations group, as applicable.
- This Agreement will be valid for one year from the date it is approved and signed at Church Charity headquarters, unless earlier terminated by either party. No new donations will be approved after this Agreement expires; however, you may continue to receive previously approved donations unless Church Charity otherwise instructs in writing.

## Part I—To be completed and signed by the Organization

### Requesting Organization

Name of organization ("Organization")		Is the Organization a 501(c)3 <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please attach IRS documentation)	
Organization contact person	Email	Phone (with area code)	
Mailing address (No PO box)	City	State	Zip or postal code

### What type of assistance is needed?

<input type="checkbox"/> Commodities (Bishops' Storehouse, Deseret Industries, Deseret Manufacturing, etc.) Please fill out commodity and shipping details below.	\$
<input type="checkbox"/> Cash* (when it is not possible to provide commodities) *Not used for bill payment assistance, rent, construction, operating costs, etc.	\$
How cash will be used (if applicable)	

Total number of beneficiaries helped with this donation	Date of donation or associated event
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**Donation Request and Agreement—United States (continued)**

**Commodity and Shipping Details** (i.e. mattresses, furniture counts, food, hygiene kits)

Organization delivery contact	Email	Phone (with area code)	
Alternate Organization contact	Email	Phone (with area code)	
Delivery address (if delivery of materials is necessary)	City	State	Zip or postal code
Materials The Church of Jesus Christ of Latter-day Saints is being asked to provide* (Note: Most food commodities will be picked up from the storehouse.)	Type and/or size	Amount	

\*Add an attachment if more space is needed.

**Organization's Purpose**

Organization's services or programs (describe service activities)

Has this Organization previously received assistance from The Church of Jesus Christ of Latter-day Saints?  
 Yes  No

If yes, please provide details of previous project #(s) (up to the last three donations)

Project Number	Donation Amount	Description of Donation	Final report submitted?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Proposed Donation**

Please clearly describe the specific donation being requested

Please explain how this donation will impact individuals and/or the community

Please explain what criteria will be used to measure the effectiveness of this donation?

List other major donors to this project

Please explain how individuals and/or the community in need will contribute to this project

## Donation Request and Agreement—United States (continued)

### Contractual Terms

If your request is approved, funding and commodities are provided by The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (the "Church Charity"), pursuant to this Agreement. The Agreement may be executed in counterparts, all of which together constitute one and the same instrument. A signature transmitted electronically shall have the same force and effect as an original signature. Utah law will apply to and govern the interpretation and application of this Agreement (without giving effect to its principles of conflicts of law), and any dispute will be resolved exclusively in courts in the State of Utah. The prevailing party will be entitled to recover its costs and attorneys' fees. Organization represents that it has or will obtain necessary licenses, permissions, copyrights, and any other intellectual property rights associated with any and all photos, stories and other information regarding the Project that Organization shares with Church Charity. Organization will indemnify and hold Church Charity, its affiliates and representatives harmless from and against any claim, loss or liability arising from the Organization's acts or omissions under this Agreement or any violation of law. If a court holds any part of the Agreement to be invalid, the balance will remain valid. The Agreement constitutes the entire agreement of the parties and may be modified or amended only in a writing signed by each party. It will bind and inure to the benefit of the parties, their successors, assigns, and legal representatives, but is not intended to create any other third-party beneficiary rights. Either party may suspend or terminate this Agreement at any time, for any reason or no

reason, upon written notice to other party. The parties have authorized the representatives named below to sign this Agreement. Church Charity, on its own behalf and that of its affiliates and collaborators, DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY, QUALITIES, SAFETY, OR EFFECTIVENESS OF DONATED COMMODITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Organization accepts the commodities AS IS, WITH ALL FAULTS, and understands that Church Charity and its affiliates and collaborators make no representations, promises, or warranties regarding the commodities' quality, functionality, or fitness for a particular purpose. Similarly, Church Charity make no representations, promises, or warranties regarding the effectiveness the commodities will have against spreading disease, including but not limited to COVID-19. Church Charity and its collaborators have used best efforts to find, purchase, and/or make quality commodities, but neither Church Charity nor its affiliates or collaborators warrant or guarantee that any commodity will substantially comply with such its intended purpose or design. Organization is responsible for conducting quality control by inspecting the commodities and verifying that each commodity meets the intended need prior to use. For wearable commodities, Organization will also launder and/or apply protective chemicals, to sanitize or disinfect the commodities prior to their use.

### Organization Contact's Signature

Organization agrees to the requirements of this Agreement and promises to use the donated commodities and cash only for the purposes specified. Commodities will be distributed to recipients completely free of charge.

Organization Representative Signature	Organization	Date
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### Part II—To be completed and signed by Church Charity representatives

#### For Church use only

Stake name		Stake unit number
Endorsing stake president (print name)	Email	Phone (with area code)
WSRM (print name)	Email	Phone (with area code)
Headquarters representative (print name)	Email	Phone (with area code)
How will Church members help with this donation?		
How will the donation be completed without creating a dependency on Church assistance?		
Does the requesting organization reside within the endorsing stake boundaries?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If no, please forward to the stake president over the area in which the Organization is located.		
Please indicate the area priority associated with this request		

#### Endorsed by

Endorsing stake president's signature (if applicable)	Date
Welfare and self-reliance manager's signature	Date

#### Approved by

Headquarters authorized representative's signature	Date
Name of local bishops' storehouse or Deseret Industries to fill request	Assigned Project Number

**SALT LAKE COUNTY:**

By: \_\_\_\_\_  
Mayor or Designee

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

**HEALTH DEPARTMENT:**

By: \_\_\_\_\_  
Angela C. Dunn, MD MPH  
Executive Director

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

Division Director Initials: \_\_\_\_\_

