

Organizational Member Application for joining
Jabezz Ministry's Network

Fill out the attached application and submit all requested documentation to:
jabezz@jabezz.org or via fax at 251.262.9901

NON-PROFIT MEMBERSHIP APPLICATION

STEP 1: ORGANIZATIONAL INFORMATION

Organization's Name: _____ EIN #: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Website: _____

Contact's Name: _____

Contact's Title: _____ Contact's E-mail: _____

Chief Executive's Name: _____

Chief Executive's Title: _____ Email: _____

Estimated Number of Clients Served Per Month: _____

Mission Statement (Attach separate sheet if necessary): _____

Does your organization operate thrift/restore or host sale events? Yes No

STEP 2: REQUIREMENTS

Your organization must submit all required documentation with a completed member application. Your membership will be denied if this application is not completed or your organization does not meet minimum qualifications. Please include with your application the following:

- Completed Membership Application
- 501(c)(3) Certification from Internal Revenue Service; OR State Non-Profit Charter or Exempt Statement
- Most Recent 990 Form or 990 N E-postcard; or Audited Financial Statement; or Church Current Year Budget

STEP 3: DONATION ACCEPTANCE AGREEMENT

This Agreement Regarding Donated Goods (this "Agreement"), effective as of _____, 20____, is entered into by and between **JABEZZ MINISTRY, INC.**, our Redistribution Partner(s), and _____, a Jabez Ministry Member Agency ("Recipient Organization"). Redistribution Partner and Recipient Organization may each be referred to herein as a "Party" and together as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Recipient Organization acknowledges that it may receive donations from Redistribution Partner of certain items that were first donated to Jabez Ministry or our Redistribution Partner, and, in turn, donated to Redistribution Partner ("Donated Goods") and that Donation Partner has required that Redistribution Partner obtain the assurances and agreements from Recipient Organization set forth in this Agreement.

Recipient Organization shall:

- a. Agree to this Master Donation Acceptance Agreement provided by Jabez Ministry.
- b. Inform Jabez Ministry (Redistribution Partner) if Recipient Organization is no longer providing community service and/or is no longer considered a non-profit organization by state and federal guidelines.
- c. Use the Donated Goods for the care of the ill, needy or infants in a manner that alleviates or cures an existing illness, alleviates or satisfies an existing need, or performs parental functions and provides for needs of infants, in each case, as set forth in the IRC regulations and in compliance with IRC § 170(e)(3) and paragraphs (b)(2) and (b)(3) of Internal Revenue Code (IRC) regulations § 1.170-4A;
- d. Provide to Redistribution Partner information regarding Recipient Organization's use of all Donated Goods received by Recipient Organization; and
- e. To the extent required by IRC regulation 1.170A-4A(b)(4), provide to Redistribution Partner acknowledgments of receipt of Donated Goods that include all required information.

Recipient Organization acknowledges that Jabez Ministry and the donor of the Donated Goods to Jabez Ministry may rely on the information provided by Recipient Organization to Redistribution Partner and that Redistribution Partner may make such information available to Jabez Ministry and Jabez Ministry's donees, in each case, at Jabez Ministry's request.

The Parties agree that any and all actions brought to enforce the provisions of this Agreement shall be brought in a court of competent jurisdiction located in the State of Alabama. This Agreement will be governed by and construed according to the laws of the State of Alabama without consideration of any conflicts of laws principles. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors or administrators, beneficiaries, personal or legal representatives, successors and assigns. This Agreement does not confer and shall not be deemed to confer or create any rights in and for third parties (other than Jabez Ministry). This Agreement sets forth all of the promises, agreements, and understandings of the Parties with respect to the matters described herein, and there are no promises, agreements, or understandings, oral or written, express or implied, between them with respect to such matters other than as set forth herein. Any and all prior promises, agreements, and understandings among the Parties with respect to the matters described herein are hereby revoked. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not

STEP 3: DONATION ACCEPTANCE AGREEMENT (cont.)

affect the validity and enforceability of the other provisions hereof. This Agreement shall not be modified or amended except by further writing signed by both Parties. The headings or other captions contained in this Agreement are for convenience of reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

Redistribution Partner: **Jabez Ministry, Inc.**

Signature of Representative of Redistribution Partner Date

Printed Name and Title: _____

Recipient Organization: _____

Signature of Representative of Recipient Organization Date

Printed Name and Title: _____

STEP 4: JABEZZ MINISTRY'S WAREHOUSE POLICIES AGREEMENT

These policies are designed to simplify operations and allow us to provide merchandise to your organization for free or minimal administrative fees. Please help us continue our mission by honoring the policies listed below.

1. **Returns:** Items received from Jabez Ministry are received AS-IS. Jabez Ministry does not guarantee items and cannot provide refunds for items purchased.
2. **Member Only Visits:** Each organization is allowed to have three (3) authorized members select product on their behalf. These four members are the **ONLY** people allowed in the warehouse. With advance approval, members can bring up to ONE (1) guest per visit. Guest will need to register upon arriving at **Jabez Ministry**. Guests that are not registered and have not been approved prior to their visit will NOT be allowed in the warehouse.
3. **Orders and Fees.** Jabez Ministry requires that member organization pre-order the number and type of pallets they are needing prior to coming to the warehouse. Order must be approved by designated Jabez staff and a pick-up date will then be provided.

After receiving order approval and designated delivery date, authorized members must provide fee payment prior to their pick-up date. (If a check is being used, all checks should be mailed to Jabez Ministry's Administrative Offices at least 8 business days prior to scheduled pick-up date to ensure check is received and cleared). **NO cash or checks will be accepted on-site at the warehouse.** If fee payment is not received within the appropriate times specified, the order and pick-up date(s) may be canceled.

4. **Fee Payment.** Jabez Ministry accepts.
 - a. Fees by company/organization credit card. NOTE: Must have name of organization on card. *(Use of credit card will include an additional **4% fee for card processing.**)*
 - b. Fees by Zelle Pay
 - c. Fees by CashApp
 - d. Fees by company/organization check.
5. **Children:** No children under the age of 16 are allowed in the warehouse.
6. **Holds:** We do not offer holds on products. Acquired products can be stored for up to 48 hours to allow your organization to arrange pick up. If products are not picked up within 48 hours they will be returned to inventory and members, upon request, can receive 50% of the administrative fee.
7. **Self-Serve: Jabez Ministry** is primarily a self-serve warehouse to keep costs low. Members need to be prepared to load items and pallets on their own.
8. **Inspection of Goods: Jabez Ministry** reserves the right to inspect locations where goods are being stored or used.

As part of **Jabez Ministry** member agency network you may have opportunity from time to time to access products that are not listed online or that are in smaller quantities. Please call us if you have any questions or product needs. We are happy to be of service to your organization.

By signing below, I agree to the terms and conditions noted above in Jabez Ministry's Warehouse Policies Agreement.

Signature: _____ Date: _____

Print Name: _____ Title: _____

STEP 5: Proper Use of Donated Product

- Your organization **may use** donated goods **only** as direct charitable donations to people in need.
- Your organization **must not** sell, trade, barter, or otherwise transfer any donated goods in exchange for money, property, or services. Prohibited transfers include listing the donated goods for sale or trade on websites, in stores, at flea markets, or in any similar manner.
- Your organization **must not** use donated goods for raffles, auctions, or any fundraising activity.
- Your organization **must not** accept anything of value (including voluntary donations) in exchange for the donated goods.
- Your organization **must not** give any donated goods to its volunteers, officers, directors, employees, or contractors for personal use.
- Your organization **must not** return any donated goods to the manufacturer or to any retail store.
- Your organization **must not** give donations to another nonprofit organization or other entity.
- Your organization **must not** redistribute any donated goods to any location outside of the United States (unless Good360 has given written permission in advance).

Corporate donors rely on Jabez Ministry and their nonprofit partners to uphold a commitment to high ethical and business standards. These standards ensure that all donations are used as intended to help those in need and that donors' specific requirements for distribution of goods are met. The illicit sale of donated goods is a violation of your contract with Jabez Ministry and has the potential to cause irreparable harm to the donor's reputation, business relationships, and donative intent. Any such breach of trust, therefore, jeopardizes the ability of the entire Jabez Ministry network to receive quality, needed goods.

To protect both Jabez Ministry and our corporate donors, the Jabez Ministry Security and Compliance Team reviews all allegations of product misuse including, but not limited to, the reselling of donated goods. If allegations are found to be valid, **legal actions will be pursued**. If your organization has breached its contract, you may be terminated from Jabez Ministry's Community Donation program, the Jabez Ministry network and its participating programs and required to turn any profits over to Jabez Ministry, to reimburse Jabez Ministry for any expenses incurred in replacing the donated goods, and to compensate Jabez Ministry and our Donating Partners for lost relationships with corporate donors caused by your breach.

Authorized Visitor List

On behalf of

Member Charity

As of _____
Date

Name _____ Title _____
 Add Remove Update

Phone _____ Email _____

Name _____ Title _____
 Add Remove Update

Phone _____ Email _____

Name _____ Title _____
 Add Remove Update

Phone _____ Email _____

Submitted by:

Name _____

Title _____

Date _____

Internal Use Only:

Date Last Reviewed: _____ Reviewed By: _____

**Acceptance of Terms to Participation in
JABEZZ MINISTRY'S COMMUNITY DISTRIBUTION Program**

I, _____, as the main point of contact for _____
in partnership with **Jabezz Ministry**, understand and agree to

- Master Donation Acceptance Agreement.
- Use of donated product as outlined in this membership application.
- **Jabezz Ministry's** warehouse policies agreement.
- Verify that each staff and/or volunteer visitor that pickups, receives and/or distributes donated product received from this program through the non-profit membership with **Jabezz Ministry** and in partnership with their Donating Partners, is aware of the warehouse policies and proper use of donated goods.

Recipient Organization: _____

Signature of Representative of Recipient Organization

Date

Printed Name and Title: _____