

July 1, 2018

Dear Gifts in Kind Center Member:

As we prepare to begin our 10th year of GIKC operations, it is also time for annual membership renewals. Your ongoing participation in the GIKC program has been very important to its success. Thank you! We are looking forward to another successful year.

Membership renewal procedures 2018-19 will be as it was last year. In this email you will find the following documents: the 2018-19 Annual Membership Agreement, the 2018-19 Program Membership Guide (pgs. 1 & 2) and the Patriot Act Compliance Form. **The invoice for the Annual Membership Fee will follow in a separate email.** The warehouse will be closed for shopping the week of July 23rd through July 26th for an annual cleanup and reorganization. During this time, we will be conducting all renewals at the GIKC by appointments only. There will be 3 appointment slots per scheduled time. You must call Jerilyn Davis between the hours of 7:00am-11:00am to schedule your appointment for renewal. 864-814-3129

The appointments times will be as follows from Monday (July 23rd) through Thursday (July 26th).

3 slots available @ 8:15am, 8:30am, 8:45am, 9:15am, 9:30am, 9:45am, 10:15am, 10:30am, and 10:45am. We will be closed for lunch from 11:00am-1:00pm. Appointments will resume at 1:15pm, 1:30pm, 1:45pm, 2:15pm, 2:30pm, and 2:45pm. **PLEASE REMEMBER YOU MUST CALL AND MAKE YOUR APPOINTMENT!**

Mondays shopping is \$40.00 per shopping trip(55 miles of further).

Tuesday, Wednesday, and Thursday are \$20.00 per shopping trip

3 agencies will come in at a time every 15 minutes. We will be accepting your paperwork at that time, so please make sure that the person attending can sign all paperwork. The check for the total amount of your membership will be due at your appointment. Your agency **may not have any past due balances over 30 days from the date on the invoice.** You will need to turn in the following paperwork at this time.

1. **Signed and completed** application and annual agreement, including a current list of your Board of Directors and a copy of your **501c3 and signed Patriot Act Compliance Form.**

2. We will verify that all documents are signed properly and sign your agreement, make copies for your records and return them to you.
3. Change any contact information on your GIKC application (pgs. 1 & 2) in our system. (Email contacts, shoppers, etc.)
4. Copy of your login tracking sheet for distribution to your clients/individuals, also the process you utilize for screening, and the documentation of product recipients.
5. You will need to include a page from your client log book.

***PLEASE NO MORE THEN 2 LOADERS WITH EACH AGENCY.**

***AS OF SEPTEMBER 1ST 2018, YOUR SECOND CAR MUST BE PARKED IN THE FRONT PARKING AREA. WALMART TRUCKS CONTINUE TO USE THE BACK AREA TO DELIVER OUR PRODUCTS!!**

Please contact Jerilynn Davis if you have any questions concerning this process. She may be contacted at jdavis@uwpiedmont.org or (864)814-3129.

United Way of the Piedmont



GIFTS IN KIND CENTER

MEMBERSHIP APPLICATION AND AGREEMENT

Agency: _____ Tax ID #: _____

Mailing Address: _____

Physical Address (product storage): _____

Counties of Operation: _____

Regular Hours of Operation: _____

Seasonal Hours?: _____

Open on select days each month: _____

Telephone: _____ Fax: _____ Website: _____

CEO/President/Director: _____

Telephone: _____ Email Address: _____

Agency Contact for GIKC: _____

Telephone: _____ Email Address: _____

Billing Contact for GIKC: _____

Telephone: _____ Email Address: _____

Individuals Authorized for GIKC Utilization:

1. _____ Email/Cell: _____
2. _____ Email/Cell: _____
3. _____ Email/Cell: _____
4. _____ Email/Cell: _____
5. _____ Email/Cell: _____
6. _____ Email/Cell: _____

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Provide a brief description of the programs/services your organization provides that will benefit from GIKC membership:

What products do you most commonly utilize with clients or in agency operation that you hope to obtain from GIKC:

Along with a completed and signed application, submit the following:

- A current document affirming your organization's tax-exempt status.
- A current and dated roster of your organization's board of directors including individual mailing addresses.

Do not include the membership fee with your application. Our office will bill you for the appropriate amount once your application is accepted.

By affixing my signature below, I agree on behalf of the organization mentioned above to adhere to all policies and procedures outlined herein.

Agency CEO/PRESIDENT/DIRECTOR

Date

Print Name

Submit Application and requisite documentation to
United Way of the Piedmont · Attn: GIKC Advisory Board
330 UCCI Way · Spartanburg, SC 29330

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United Way
of the Piedmont

Gifts in Kind Center

ANNUAL MEMBERSHIP AGREEMENT

AGREEMENT, made as of the 1st day of September 2018, by and between United Way of the Piedmont, a South Carolina not for profit corporation ("GIKC") and _____
a not for profit organization in the state of _____ ("Member").

Agency Name

State

1. Relationship between Parties. The Member pays an annual membership fee and monthly usage fees in exchange for scheduled access to product at the GIKC.
2. Term. This agreement shall be for a period of twelve (12) months, commencing September 1, 2018 and ending August 31, 2019. The agreement renews annually contingent upon timely payment of annual membership dues and approval of the GIKC Advisory Board.
3. GIKC's Obligations. While no guarantee of product volume or availability can be made, GIKC commits the following:
 - a. Staff and volunteers will appropriately manage working relationships with Excel Logistics, Walmart Corporation, and other relevant partners.
 - b. Staff and volunteers will maintain a generally organized warehouse.
 - c. The warehouse will be generally safe and free of hazards.
 - d. Product distribution practices will be generally fair and equitable.
 - e. Staff and volunteers will be appropriately responsive to Member questions or concerns.
 - f. Staff and volunteers will routinely solicit feedback from Members on methods of improving service.
 - g. Funds collected from Members will be used to operate the GIKC.
4. Membership Requirements. Member agencies must meet and maintain compliance the following criteria in order to retain GIKC membership:
 - a. The organization must be tax-exempt. Proof of tax-exempt status from the IRS must be kept on file at the GIKC.
 - b. The organization must be governed by a volunteer board of directors who receive no compensation for their service. **A current and dated copy of your Board of Directors roster must be on file at the GIKC. Please include a current list of your Board of Directors roster with this agreement.**
 - c. The organization must provide a service that addresses the needs of the ill, needy, youth or otherwise disadvantaged.
 - d. **IF PROVIDING GIKC PRODUCT DIRECTLY TO CLIENTS, THE AGENCY USES APPROPRIATE INCOME SCREENING, INTAKE PROCEDURES, AND DOCUMENTATION OF INDIVIDUALS WHO RECEIVE PRODUCTS.**

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- e. The organization does not discriminate in the provision of services through any program on the basis of race, creed, religion, color, gender, sexual orientation, disability, marital status, veteran status, national origin, age, or any other characteristic protected by law.
 - f. The organization does not require religious affiliation or require participation in faith-based activities to receive services.
 - g. THE ORGANIZATION MUST MAINTAIN GOOD-STANDING IN THE REMITTANCE OF MEMBERSHIP AND USAGE FEES.
 - h. Representatives of the organization must attend mandatory GIKC orientation and periodic education as appropriate.
 - i. The organization must abide by all GIKC policies and procedures and maintain annual signed membership agreement on GIKC site.
5. Annual Fee. Members pay an annual membership fee to gain access to the GIKC. This amount is reviewed and established annually by the GIKC Advisory Board in consultation with United Way of the Piedmont's Management Committee. For the current year, membership is \$500 for nonprofit organizations located in Spartanburg, Union or Cherokee Counties. For organizations located outside of this three-county footprint, membership is \$600. **The annual membership fee and the Annual Membership Agreement must be received by July 31, 2018.**
6. Fees per Visit. Members are billed monthly for visits they make to the GIKC. The Fee is assessed at \$20 per 30 minutes of scheduled shopping time for Tuesday – Thursday and the fee for Monday shopping time is \$40 per hour.
7. Product Access.
- a. Members with base of operation within 55 miles of GIKC may schedule up to one (1) 30-minute appointment per week pending appointment availability.
 - b. Members with base of operation greater than 55 miles from GIKC may schedule up to one (1) 60-minute appointment every Monday pending appointment availability.
8. Restrictions on Product Use. In order to maintain our relationship with our suppliers, all member organizations must strictly adhere to the following guidelines for product use.
- a. All products received from the GIKC must be used to support services for the ill, needy, youth or otherwise disadvantaged individuals.
 - b. Donated product must be used by recipient organization to operate their office or be distributed directly to those in need free of charge.
 - c. Donated product will be used solely for the purpose of the agency which makes it tax-exempt.
 - d. Donated product should be used within 30 days of receipt. Organizations are not allowed to stockpile product for use at a later date.
 - e. Donated product cannot be used for fundraisers, raffles or auctions. Donated product cannot be given to staff or volunteers.
 - f. Donated product cannot be used as a reward or prize for special events.

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- g. Donated product cannot be sold in retail stores, garage sales, thrift stores, yard sales, flea markets or on the web.
 - h. All organizations distributing GIKC product to needy individuals must employ the following basic intake and assistance procedures. Each of these items will be included in agency site visits/reviews.
 - Established hours of operation when needy individuals can obtain product.
 - In the instance of a church or membership organization, assistance must be available to individuals who are not members (i.e. agencies cannot limit their assistance to members of their congregation).
 - A documented intake process that includes some verification of need.
 - A record of those assisted with GIKC product that includes name, date of assistance, and a brief summary of product provided.
 - i. Churches or other houses of worship granted membership to GIKC may not use donated products for the general operation of the house of worship.
 - j. Donated product cannot be transferred to another organization for any reason including but not limited to exchange for money, property or other services.
9. Product Storage: Members are required to store GIKC product in a secure location with limited access.
10. Scheduling:
- a. GIKC appointments are made using a password protected, online scheduling system.
 - b. Appointments for 1-hour shopping (only applicable to agencies greater than 55 miles from GIKC) can only be made on Mondays.
 - c. Appointments for 30-minute shopping must be made Tuesday – Thursday.
 - d. **Cancellations must be received at least 36 hours in advance to avoid a \$50 late fee. It is the agency's responsibility to cancel the online appointments.**
 - e. Members who are more than 10 minutes late for a schedule appointment will not be granted access to the GIKC and will be charged their usage fee.
 - f. GIKC makes every effort to provide sufficient shopping opportunities for members; however, no guarantee is made regarding shopping slot availability.
11. Shopping: Members will observe the following GIKC scheduling and shopping rules.
- a. Members may designate up to six (6) representatives to shop on their behalf.
 - b. All designated shoppers must attend GIKC orientation prior to accessing product.
 - c. Members should arrive at least five minutes in advance of their scheduled appointment.
 - d. All shoppers are required to sign in and show proper identification upon request.
 - e. Only representatives registered with the GIKC will be allowed access to the warehouse.
 - f. Members can have up to two approved representatives in the GIKC at each shopping appointment.
 - g. Members may have up to two support assistants in the rear parking lot during shopping to assist with loading.
 - h. Members must strictly adhere to parking and traffic rules in the rear of the building

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- i. Members will have 30 minutes per scheduled appointment to shop (unless registered for a 60-minute appointment).
 - j. Bar codes on all items received at the warehouse must be marked through vertically (training) prior to merchandise being removed from the warehouse.
 - k. GIKC Manager may institute product limits for items in high demand. Agency representative must respect these product limits or endure loss of privileges for one month.
12. TIMELY PAYMENT. Members must remit payment for membership and usage fees regularly in order to maintain unrestricted access to the GIKC. Agencies more than 30 days past due from the dated invoice will be blocked from accessing the GIKC online scheduler and all shopping appointments cancelled until the accounts are brought current.
13. Unannounced Site Visits. Members agree to allow unannounced site visits by GIKC staff and/or volunteers. These visits will be made during regular hours indicated at the end of this agreement. Representatives of GIKC will provide appropriate forms of identification and should be provided access to all locations where GIKC product is processed, stored, distributed or otherwise employed. Site visits are intended to assess appropriate product handling, usage, and storage.
14. Failure to Comply. Any change in Member organizational operation or structure related to membership requirements or violation of GIKC policies and procedures may result in temporary or permanent suspension of membership. The GIKC Advisory Board will assess founded or alleged charges of impropriety and establish appropriate action. No refund of membership or usage fees will be provided in the event of membership suspension.
15. Product Quality Disclaimer. GIKC has no control over the quality or quantity of product available. Members should inspect items prior to use for safety and integrity.
16. Notices. Any notice regarding changes in GIKC policy or practice will be communicated electronically via the Member's primary contact listed on their initial application. It is the responsibility of the Member's primary contact to disseminate this information to approved shoppers or other appropriate agency representatives.
17. Grievances. In the event Members have a complaint or concern, they should first attempt to address the issue with the GIKC Manager or Volunteerism & Membership Coordinator. If the GIKC staff is unavailable or unable to address the concern, the Member should contact the United Way's COO/Vice President of Finance. If none of these avenues appropriately addresses the concern, an audience with GIKC Advisory Board will be arranged.
18. Binding Effect. This Agreement shall be binding upon and shall inure to benefit of the parties.
19. Entire Agreement. This Agreement contains the entire understanding of the parties. It may be amended only by mutual consent reduced to writing.

Initials _____

2018-2019

PATRIOT ACT COMPLIANCE FORM

In compliance with the Patriot Act and other counterterrorism laws, the United Way of the Piedmont requires that each agency annually certify the following:

"I hereby certify on behalf of _____
Agency Name that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders."

Print Name: _____ Title: _____

Signature: _____ Date: _____

Mailing Address: _____

Fed ID # _____

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