

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: \_\_\_\_\_

Chief Executive Officer: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Agency GIKC Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

GIKC Billing Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Individuals Authorized for GIKC Shopping:

1. \_\_\_\_\_ Email/Cell: \_\_\_\_\_

2. \_\_\_\_\_ Email/Cell: \_\_\_\_\_

3. \_\_\_\_\_ Email/Cell: \_\_\_\_\_

4. \_\_\_\_\_ Email/Cell: \_\_\_\_\_

5. \_\_\_\_\_ Email/Cell: \_\_\_\_\_

6. \_\_\_\_\_ Email/Cell: \_\_\_\_\_

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 this (completed and signed) application, please submit:

- **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*

\_\_\_\_\_  
*Date*

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

Submit application and requisite documentation to:

**United Way of the Piedmont, Inc.  
Attn: GIKC Membership  
PO Box 5624  
Spartanburg, SC 29304**

**United Way of the Piedmont Gifts-In-Kind Center**  
**Annual Membership Agreement**

AGREEMENT, made as of the 1<sup>st</sup> day of November 2019, by and between the United Way of the Piedmont, Inc., a South Carolina not-for-profit corporation ("GIKC") and \_\_\_\_\_ (Agency Name), a not-for-profit organization in the state of \_\_\_\_\_ ("Member").

1. Relationship Between Parties. The Member agrees to pay 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 November 1, 2019 and ending October 31, 2020. The agreement renews annually contingent upon timely payment of annual membership dues and approval of the UWP/GIKC Board Committee.
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 Walmart Corporation and other relevant partners.
  - b. Staff and volunteers will maintain an organized warehouse.
  - c. The warehouse will be generally safe and free of hazards.
  - d. Product distribution practices will be fair and equitable.
  - e. Staff and volunteers will be responsive to Member questions or concerns.
  - f. Staff and volunteers will solicit feedback from Members on methods of improving service.
  - g. Funds collected from Members will be used solely to operate the GIKC and related United Way programs.
4. Membership Requirements. Member agencies must meet and maintain compliance with the following criteria:
  - 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, dated copy of your Board of Directors roster must be on file at the GIKC.
  - c. The organization must provide a service that addresses the needs of the ill, needy, youth or otherwise disadvantaged.
  - d. If providing GIKC products directly to clients, the agency must use appropriate income screening and other procedures to qualify recipients as truly in need.
  - e. The organization does not discriminate in the provision of products or services 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 stay current in the remittance of membership and usage fees.
  - h. Representatives of the organization must attend GIKC orientation and periodic education as appropriate.
  - i. The organization must abide by all GIKC policies and procedures and maintain annual signed membership agreement.
5. Annual Fee. Members pay an annual membership fee to gain access to the GIKC. This amount is reviewed and established annually by the UWP/GIKC Committee in consultation with United Way of

the Piedmont's Finance Committee. For the current year, membership is \$500 for member organizations located in the Spartanburg, Union, or Cherokee Counties. For member organizations located outside of this three-county footprint, membership is \$600. **The annual membership fee and the Annual Membership Agreement must be received by October 25, 2019.**

6. Fees per Visit. Members are billed monthly for visits they make to the GIKC. The Fee is assessed at \$25 per 30 minutes of scheduled shopping time for Tuesday-Thursday and the fee for Monday shopping time is \$50 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.
  - 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.**
  - 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 to assist with loading.
  - h. Members must strictly adhere to parking and traffic rules within the building and the outside areas.
  - 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 obliterated prior to merchandise being removed from the warehouse.
  - k. GIKC personnel may institute shopping limits for items in high demand or in times of product shortages. Failure of agency representative to respect these shopping limits may result in the loss of shopping privileges for one month.
12. TIMELY PAYMENT. **Members must remit payment for membership and usage fees regularly in order to maintain shopping privileges at the GIKC. Agencies more than 30 days past due will be blocked from accessing the GIKC online scheduler and all shopping appointments cancelled until the accounts are reconciled.**
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 deployed. 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 UWP/GIKC Committee will assess any alleged violations of these rules or charges of impropriety, and decide appropriate action(s). 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 and assumes no liability for product failures or issues. 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 by 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 that a Member has a complaint or concern, they should first attempt to address the issue with the GIKC Director or other GIKC personnel. 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 provide a satisfactory resolution, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of October 2019.

**United Way of the Piedmont, Inc.**      **Member:** \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

***Legal Representative of Member Agency***

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

**Street address of primary operation (for site visits):**

\_\_\_\_\_

*Street Address*

\_\_\_\_\_

*City, State Zip Code*

**Regular hours of operation:**

*Sunday:* \_\_\_\_\_

*Monday:* \_\_\_\_\_

*Tuesday:* \_\_\_\_\_

*Wednesday:* \_\_\_\_\_

*Thursday:* \_\_\_\_\_

*Friday:* \_\_\_\_\_

*Saturday:* \_\_\_\_\_

**2019-2020**

**PATRIOT ACT COMPLIANCE FORM**

In compliance with the Patriot Act and other counterterrorism laws, the United Way of the Piedmont, Inc. 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 Tax ID #: \_\_\_\_\_