

SAMPLE PARTNER AGREEMENT

Athens Area Diaper Bank 2025 Partner Agency Agreement

The mission of Athens Area Diaper Bank, Inc., a 501(c)(3) non-profit organization ("AADB") is to eradicate diaper need by providing diapers to low-income families in the Athens area, while raising public awareness of diaper need and its impact (the "AADB Mission").

The undersigned organization ("Partner Agency") is a non-profit organization providing charitable services to low-income families in the greater Athens area. AADB wishes to make, and Partner Agency has applied to receive, donations of diapers for Partner Agency to distribute to its own non-profit clients in a manner that is consistent with the AADB Mission. In consideration for AADB's agreement to make such donations, Partner Agency acknowledges and agrees to the following terms and conditions:

1. **AADB Mission.** Partner Agency is a 501(c)(3) nonprofit organization, a government agency, or a religious organization whose mission includes meeting the needs of low income families. Throughout the term of this Agreement, Partner Agency will adhere to the representations and covenants made in its partnership application, and will distribute all diapers received from AADB in to low-income families in a manner consistent with AADB's Mission. To that end:
 - a. Partner Agency will not charge fees or consideration of any kind for AADB diapers.
 - b. Partner Agency agrees that, in distributing AADB diapers:
 - i. it will not discriminate on the basis of race, ethnicity, citizenship, religion, sex, age, marital status, disability, sexual orientation, gender identity, political affiliation or health status;
 - ii. it will not require attendance at religious services of any kind as a condition of receiving AADB diapers, and
 - iii. no client will be forced or required to endure religious proselytizing of any type in exchange for diapers.
2. **Condition and Storage of Diapers.** Partner Agency will accept donations of AADB diapers in "as is" condition, and will inspect donations for fitness for distribution to families. Partner Agency will keep AADB diapers in a clean and secure location, so as to prevent theft, waste or degradation. AADB may visit Partner Agency's location upon reasonable notice to inspect storage facilities. Partner Agency acknowledges that AADB's stock fluctuates depending on its own donors and on community need, and that AADB cannot guaranty any quantity of diapers to Partner Agency.
3. **Distribution Policies.** Partner Agency has a policy and procedure for making distributions of AADB diapers in a manner consistent with the AADB Mission. To that end:
 - a. Partner Agency will distribute diapers only to Athens-area individuals/families based on need, and not to other agencies or organizations.
 - b. Partner Agency has a policy against conflicts of interest, and will not give AADB diapers to its own staff or volunteers for personal use.
 - c. Partner Agency adheres to policies and procedures to avoid duplication of services.

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- d. Partner Agency adheres to policies and procedures to avoid providing diapers to clients who will sell, exchange or barter diapers.
 - e. Partner Agency will distribute diapers to families exactly and only according to instructions provided by AADB. Specifically:
 - i. Partner Agency will not distribute more or fewer diapers than the instructions communicated by AADB for each Partner Agency.
 - ii. Partner Agency will not open and divide diaper packs.
 - iii. Partner Agency will not add any stickers/cards/notes to the packs of diapers prior to distribution.
 - f. Any exceptions to the above must be in writing between AADB and Partner Agency.
4. Insurance and Liability. Partner Agency agrees to maintain insurance in amounts customary and reasonable to its business and operations. Partner Agency acknowledges that AADB's donations and services are purely charitable in nature, and covenants and agrees not to make any claims against AADB, its officers, directors or employees in connection with this Agreement or the donations contemplated hereby. Partner Agency will indemnify AADB against any claims made by Partner Agency's clients, employees or volunteers in connection with AADB diapers or the donations contemplated by this Agreement, including claims for any injury sustained by a Partner Agency client, employee or volunteer on AADB premises. Partner Agency acknowledges and agrees that such claims will be covered by Partner Agency's workers' compensation and/or other insurance policies.
 5. Partner Agency acknowledges the requirements applicable to its Partner Tier as set forth in the Partner Handbook, and agrees to fulfill the survey, social media, volunteering and diaper drive requirements set forth in the Handbook and pursuant to AADB's specific requirements.
 6. Partner Agency will ensure that all of its staff and volunteers are aware of the conditions of this agreement.
 7. Partner Agency acknowledges that any violation of these terms and conditions may result in a termination of this Agreement and loss of donations from AADB.
 8. This Agreement supersedes all prior agreements between the parties, verbal and written, and will be in effective from January 1, 2025 through December 31, 2025, unless earlier terminated by notice from AADB.

Partner Agency acknowledges, understands and agrees to these conditions and agreements effective as of January 1, 2025.

[_____]

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By: _____

Title: _____