

Cookies for Community Donation Agreement

Program Overview

The Cookies for the Community Program is a cookie donation opportunity. Some customers would rather donate a box of cookies than eat them – and the Cookies for the Community option is the way they can. All donated cookies will be distributed at partner organizations serving people in need. This program helps girls learn about the importance of community service and giving back to the community. Cookies for the Community purchases are tax deductible to the extent allowed by law.

There are two Cookies for the Community options: The Troop option or the Council option. Troops can promote one or both programs, AND earn troop proceeds and girl rewards at the same time! Either way is fantastic for our Girl Scouts to reach out to the community with cookies.

Agreement

This agreement is Made this ____ day of _____, 20__ by and between Girl Scouts - Arizona Cactus-Pine, known as “GSACPC” in this Agreement, Troop ____ and:

Organization Name: _____

Address: _____

Contact name: _____

Email: _____

Phone: _____

Known as “Recipient” in this Agreement.

GSACPC and Recipient will partner to distribute the donated cookies, understand and agree to the following:

1. GSACPC/Troop will provide the following quantity of donated cookie packages at no cost to the Recipient: Approximately _____ **packages**
2. GSACPC/Troop agrees to have the donations prepared and ready for pickup or drop off on or before: _____
3. Recipient will have a plan for distributing these packages; the Recipient cannot accept this donation unless they are sure they can use and distribute the entire donation.
4. Any freight costs or other costs associated with distributing the donated cookies are assumed by the Recipient
5. Cookies have a “Use or Freeze By” date of **September 1, 20__**; Recipient will distribute prior to this date.
6. All cookies received will be distributed to the intended audience. Cookies may not be donated to other organizations.
7. The use of donated cookies does not allow Recipient to SELL, TRADE, BARTER or OTHERWISE TRANSFER THE DONATED COOKIES FOR MONEY, PROPERTY OR SERVICES (e.g. SOLD TO RETAIL STORES, WEBSITES, FLEA MARKETS OR IN ANY OTHER MANNER).
8. Donated cookies may not be destroyed or resold (i.e., discount stores).

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9. If the Recipient previously received a cookie donation from GSACPC/Troop, they affirm they have distributed the previous donation in accordance with the Donation Agreement in entirety (prior to securing an additional cookie donation).
10. Trademarks: The Girl Scouts name, mark, and all associated trademarks and logotypes, including the Trefoil design, are owned by Girl Scouts of the USA. GSACPC reserves the right to protect the name and the marks against inconsistent, unauthorized, and unlicensed use. Recipient may request permission to use the Girl Scouts name or any associated trademarks and logotypes; requests will be forwarded to the GSACPC Marketing and Communications team.
11. Termination: This agreement may be terminated by either party with written notice prior to the pickup date.
12. Force Majeure: Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
13. Indemnity: GSACPC/Troop and Recipient agree to mutual indemnification for acts of negligence and willful misconduct.
14. Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, U.S.A., without reference to any conflicts of law provisions.

Any breach of this agreement may result in Recipient being denied future cookie donations, paying for the value of the donated cookies, and/or legal action.

Please contact Czerina Harvey with any donation questions at 602-452-7047 or charvey@girlscoutsaz.org.

Best Regards,

Agreed and Accepted By:

GSACPC Representative/Troop Leader

Recipient
Organization: _____

Date: _____