DONATION ACCEPTANCE AGREEMENT

Read carefully and sign below. This section must be read and signed by an authorized representative of the requesting organization. Tailored Brands reserves the right to terminate your organization’s registration if your organization does not meet the basic requirements or violates any of the conditions listed below.

Your organization represents the following:

1. It is an organization described in Section 501(c)(3) of the Federal Internal Revenue Code or a recognized U.S. Indian reservation; and/or is exempt under Section 501(c)(3); and is not a private foundation (other than an operating foundation described in Section 4942(j)(3)).
2. The goods will be used solely for the care of the ill, needy or youth (as those terms are defined in applicable U.S. Treasury regulations).
3. The use of the goods will be related to the purpose of the organization that makes it tax exempt.
4. The use of donated goods does not authorize the organization to sell, trade, barter or otherwise transfer the donated goods for money, property or services performed in order to operate or related to the operation of its offices which includes the sale, trade, bartering or otherwise transfer of the goods to pay any shipping charges related or not related to the procurement of donated goods or be used to provide community services as noted in the organization’s goals. Donations cannot be used for fundraisers, raffles or auctions; given to volunteers or staff members; or sold in retail stores, on Web sites, in flea markets, or in any other manner. You agree that this restriction may be enforced by a court entering equitable relief including, but not limited to, injunctive relief.
5. Tailored Brands reserves the right to limit, restrict or terminate any order of donations requested by your organization at any time without cause and without notice. A max of four requests per year will be considered.
6. The organization agrees to maintain adequate books and records of these donations as required by applicable tax regulations and to make such records available upon request to Tailored Brands and/or the Internal Revenue Service. The organization agrees to provide complete substantiation of its distribution of all product donations to the Internal Revenue Service and Tailored Brands promptly upon request.
7. The goods cannot be transferred to other nonprofit organizations (or attempt to be transferred) by the organization in exchange for money, property or other services.
8. Anytime during the probation or active period of this agreement, at Tailored Brands’ expense, your organization and members of its staff, may be subject to a thorough background check. Your organization and staff must fully comply with any requests made by Tailored Brands pertaining to information or data needed to conduct a background check.
9. This agreement is construed according to the laws of Texas.
10. Any goods received from Tailored Brands will not be used with the intent or knowledge to commit a terrorist act(s).

Breach of any of your organization’s obligations as stated above will entitle Tailored Brands to rescind this agreement and recover any and all such goods donated. In this connection, your organization agrees that the remedy of money damages is not exclusive and is inadequate and that Tailored Brands will be immediately and irreparably damaged by any such breach. In such event, your organization consents to the imposition of a constructive trust on any and all such goods in favor of Tailored Brands and further consents to a temporary, preliminary and permanent injunction in favor of Tailored Brands, forbidding your organization from making any disposition of the goods and requiring your organization to return immediately all such goods to Tailored Brands, as it directs. Your organization agrees to pay Tailored Brands in full for any expenses, including legal fees, incurred in connection with investigating, preparing for, litigating, or settling any action brought under any breach of an obligation stated above.

Signature of Chief Executive: ___________________________ Print Name: ___________________________
Print Title: ___________________________ Date: ___________________________