

CLIENT REFERRAL

PARTNER AGENCY INSTRUCTIONS:

Please complete this form in full and email to REFERRAL@hometomorrow.org.

Please convey to your adult client the TERMS OF SERVICE and DONATION AGREEMENT, attached. Client signature, required below, which indicates your client's agreement with these TERMS OF SERVICE and DONATION AGREEMENT, is required prior to or upon receipt of donations received.

INTERNAL USE ONLY			
		REQUESTED	FULFILLED
1	Receive Request (date)		
2	Orientation (date)		
3	Screen Need/Want (initials)		
4	Check Inventory Avail (date)		
5	Pick Up Details (date)		
	- Primary Contact		
	- Contact #		
	- Type/Size Vehicle		
6	Pick Up Date		
	Pick Up Time		
	(If U-Haul (Res #)		
7	Email Confirm to PA (date)		
8	FA (date)		

AGENCY INFORMATION

Agency Name: _____
 Representative Name: _____ Cell #: _____
 Email Address: _____

Agency Certification: Certification by Partner Agency Representative below indicates that TERMS OF SERVICE and DONATION AGREEMENT have been discussed with Client, and that Client has agreed to the same. (Select/circle one)

YES (Agreed)

NO (Not Agreed)

CLIENT INFORMATION

Last Name: _____ First Name: _____
 # Household Members: _____ # Adults (Age 18 & older): _____ # Minors (age 2-18): _____ # Minors (under age 2): _____
 # Bedrooms: _____ How many adults will share a bed? _____ # boys (under age 18): _____ # girls (under age 18): _____

DONATION PICK UP SCHEDULING

Currently, donation pick up times are available in 1-hour blocks from Wednesday through Saturday, from 10:00 AM to 2:00 PM.

Based on the above, please select three (3) days, dates and times, in order of preference, between the hours of 10AM and 2PM that your client is willing and able to arrive at Home Tomorrow (Bedford, NH) with adequate transportation as well as adequate assistance to load, transport and unload your selections at your ultimate destination. We will contact you to confirm based on availability.

	DAY (Wed-Sat)	DATE	TIME (Between 10AM & 2PM)
PREFERENCE #1			
PREFERENCE #2			
PREFERENCE #3			

Please ensure that your client will be on time for their appointment. We kindly ask that your client(s) arrive 15 minutes prior to their scheduled arrival time. **Late arrivals without prior approval will be canceled. No-show no-calls will result in permanent loss of services.**

Name of Primary Contact at Scheduled Pick Up		Make & Model of Vehicle	
Contact (Cell) #		U-Haul Reservation #	

PARTNER AGENCY AUTHORIZATION INSTRUCTIONS

Having qualified your client, the number of household members and their collective needs, please enter the number of each item you are authorizing for the household. Please distinguish “need” from “want”. The need in our community is great, and our partnership with you and your organization to distinguish “need” from “want” will help us serve ALL those of our community in need.

BEDS & BEDDING	TWIN	FULL/DOUBLE	QUEEN
Mattress	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
Box Spring	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
Bed Frame (Complete Set) (Complete Set; includes headboard, footboard, rails/frame & slats)	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
(If selecting other than Complete Set, select individual items below):			
- Headboard	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
- Footboard	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
- Side Rails/Complete Frame	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
- Slats	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
Sheets (Set) (Set includes fitted sheet, flat sheet, pillow case) (Limit 1 per mattress)	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
Comforter/Blanket (Limit 1 per mattress)	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>
Pillow (Limit 1 per twin mattress or 2 per full or queen mattress)	Quantity <input type="text"/>	Quantity <input type="text"/>	Quantity <input type="text"/>

If no QUEEN-size mattress / box spring / bed frame is available, as an alternative, would your client accept a FULL SIZE/DOUBLE? (Please circle)

YES

NO

FURNITURE

Sofa /Couch (Limit 1 per-household) (Cannot also include Love seat)	Quantity <input type="text"/>	Love Seat (Limit 1 per-household) (Cannot also include Sofa)	Quantity <input type="text"/>	Living Room Chair (Limit 1 per-household)	Quantity <input type="text"/>
Coffee Table (Limit 1 per-household)	Quantity <input type="text"/>	End Table (Limit 2 per-household)	Quantity <input type="text"/>	Television (Limit 1 per-household)	Quantity <input type="text"/>
TV Stand (Limit 1 per-household)	Quantity <input type="text"/>	Floor Lamp (Limit 1 per-household)	Quantity <input type="text"/>	Table Lamp (Limit 1 per-household)	Quantity <input type="text"/>
Bookcase (Limit 1 per-household)	Quantity <input type="text"/>	Bedside Table (Limit 1 per-household)	Quantity <input type="text"/>	Bureau/Dresser (Limit 1 per-bedroom)	Quantity <input type="text"/>
Dining Table (Limit 1 per-household)	Quantity <input type="text"/>	Dining Chairs (Limit 1 per-household member)	Quantity <input type="text"/>		

SMALL APPLIANCES

Microwave (Limit 1 per-household)	Quantity <input type="text"/>	Coffeemaker (Limit 1 per-household)	Quantity <input type="text"/>	Toaster (Limit 1 per-household) (Cannot also include Toaster Oven)	Quantity <input type="text"/>	Toaster Oven (Limit 1 per-household) (Cannot also include Toaster)	Quantity <input type="text"/>
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BATH ITEMS

Bath Towel, Hand Towel, Wash Cloth (Set) (Limit 1 per-household member)	Quantity <input type="text"/>	Shower Curtain & Curtain Rings (Set) (Limit 1 per-household)	Quantity <input type="text"/>
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KITCHEN

Pots & Pans (Set) (Limit 1 per-household)	Quantity <input type="text"/>	Serving Dishes (set) (Limit 1 per-household)	Quantity <input type="text"/>	Serving Utensils (set) (Limit 1 per-household)	Quantity <input type="text"/>
Glasses / Mugs (set) (Limit 1 per-household)	Quantity <input type="text"/>	Flatware (set) (Limit 1 per-household)	Quantity <input type="text"/>	Dishes (Limit 1 per-household member)	Quantity <input type="text"/>

BABY ITEMS

Mattress (Limit 1 per-household)	Quantity <input type="text"/>	Bedding (Blanket) (Limit 1 per-household)	Quantity <input type="text"/>	
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We regret that we are no longer able to provide baby items, such as car seats, strollers, playpens, Pack & Plays, etc.

WISH LIST

Feel free to add items not listed. If we have them available, we will be happy to provide them.

AGREEMENT TO TERMS OF SERVICE and DONATION AGREEMENT

(by or on behalf of Client)

I, as Client or on behalf of Client, by my acceptance of these and/or other donated items, hereby agree to the TERMS OF SERVICE and DONATION AGREEMENT as stated below:

X _____ Date: _____
 (Signature)

PRINT NAME: _____

The following pages provide our Terms of Service and Donation Agreement.
 Signature above by or on behalf of Client expresses Client agreement with our Terms of Service and Donation Agreement.

TERMS OF SERVICE

Partner Agencies: Please impart these 12 Terms of Service to your Client/ Client Family. Our goal is to provide our services to EVERYONE in need. Your partnership with us to ensure these Terms of Service will help ensure that as many people in need as possible throughout our community will be served.

- 1. Referral from a Partner Agency Required.** Any person or family in need of our services must obtain an appointment through their Partner Agency Representative. Partner Agency: Simply email us a completed Client Referral form to Referral@HomeTomorrow.org from the Partner Agency. We will contact you to confirm your client's pickup appointment. All appointment requests require schedule confirmation from Home Tomorrow.
- 2. Only One Appointment Change Permitted.** We understand that life happens. Therefore, we will allow an appointment to be rescheduled on one occasion if made more than 24 hours in advance of the scheduled appointment. However, an appointment may not be canceled more than once without consequence. After the first cancellation, the Client may be required to wait to reschedule their appointment (explained in further detail below). Therefore, please ensure that your clients keep their scheduled appointments. Any appointment cancellation MUST be made via email: CANCEL@HomeTomorrow.org. No telephone cancellations, please.
- 3. Arrive Early for Your Appointment.** We kindly ask that clients arrive 5-15 minutes prior to their scheduled appointment time. We may be able to serve them early. If a client arrives more than 15 minutes late for their scheduled appointment, regardless of the reason, on the first occasion, they may have to wait ONE MONTH OR LONGER to reschedule their appointment. On the second occasion, they may have to wait TWO MONTHS OR LONGER to reschedule. If they fail to show on time without advance notice on any occasion or if on the third occasion they are late, they may have to wait ONE FULL YEAR OR LONGER to reschedule their appointment. There are too many people in our community in need of our services and it is too costly to set aside the time to reschedule and serve a single client/client family who repeatedly fails to keep an appointment without providing advance reasonable notice. In all instances, submission of a new appointment request may be required.
- 4. First-Come, First Served.** All home furnishings are available to Client families on a first-come, first-served basis. We do not have the capacity to save or hold items for pick up at a later time or date. Therefore, Clients must come to their appointment prepared to take away their selections AT THE TIME OF SELECTION.
- 5. Arrange for Transportation and Assistance.** Clients must arrive at their appointments with the assistance and vehicle needed to load and transport ALL of their home furnishings at the time of selection. We will gladly stage client selections at the loading dock, but cannot load items into clients' vehicles. Financial assistance may be available to assist those in need. Please see our website for terms and conditions: <https://www.hometomorrow.org/transportation-assistance>.
- 6. Client Referral Authorization Valid for 30 Days.** Client referrals are valid for up to 30 days from the date of authorization or date of appointment, whichever occurs later. After 30 days, a new authorization and Client Referral request must be submitted.
- 7. One-Time Service Only.** As a general rule, a client household (individual or family) may receive our donated home furnishings only once per lifetime (which may include up to 2 appointments to acquire items not previously selected or previously available - see below). Our goal is to serve EVERY family in need. Only after all other referred families are served might a client household be eligible to receive our services on a second occasion, and only then may they be eligible for home furnishings not previously received.
- 8. No Guarantee of All Selections in Stock.** Our inventory is limited by available space and the donations in stock at any given time. However, we are very fortunate to constantly receive new donations from generous donors throughout our great community. If a client is authorized to receive certain home furnishings, which are not available at the time of the appointment, the Client may schedule a second appointment within 30 days of the scheduled appointment to select authorized furnishings not previously selected.

9. Eligible for Two Appointments Only. Clients may return once within 30 days of their scheduled appointment to acquire additional items authorized by the Partner Agency not previously selected. Like the 1st appointment, a second appointment must be scheduled through the Partner Agency and confirmed by Home Tomorrow. Clients may not return to acquire additional authorized items after the second appointment.

10. Recipient Agrees to Terms of Donation Agreement. Any person or family receiving donations and services from HomeTomorrow hereby agrees to these TERMS OF SERVICE and DONATION AGREEMENT, which can be found herein and on our website: www.hometomorrow.org/receive/DonationAgreement.

11. Photographic/Recording Release. Any person or family receiving donations and services from HomeTomorrow hereby grants and conveys unto Home Tomorrow all right, title and interest in any and all photographs and video/audio/electronic recordings of him/her, including as to name, image, and voice, made by or on behalf of any of the Released Parties during Activities with Home Tomorrow, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, Client has not been provided or promised any compensation, and Client hereby waives any rights, privileges, or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. Client understands and agrees that this paragraph also applies to their minor child(ren).

12. Opt-Out Option. Home Tomorrow understands that various circumstances might compel Clients and their families NOT to be photographed or chronicled in which their identity is provided. If such is the case, Home Tomorrow will exercise every effort to prevent the publishing of the identities of Clients and their families. By selection below, Partner Agency Representative, on behalf of Client, opts NOT to publish or publicize the identity of its Client/Client Family ("OPT OUT"). (Select or circle if OPT OUT)

OPT OUT

DONATION AGREEMENT

This Donation Agreement (this "Agreement"), dated as of the date of receipt of the item(s) donated (the "Effective Date"), is entered into by and between Home Tomorrow, Inc., a New Hampshire voluntary corporation (the "Donor"), on the one hand, and the Recipient Party(s), each, an individual (collectively, the "Recipient"), on the other hand. Donor and Recipient are sometimes referred to herein each as a "Party" and collectively as the "Parties." The Parties hereto agree as follows:

1. Donation. Donor hereby donates (the "Donation"), and Recipient hereby accepts from Donor the items received, incorporated herein by this reference (the "Donated Items"). The Parties acknowledge that the Donated Items are being gifted and donated to Recipient for no consideration. As of the date of receipt, the Parties acknowledge that the Donated Items have been picked up by or delivered to Recipient and that the Donated Items shall be deemed to be owned by Recipient.

2. Use of Donated Items. Recipient may only use the Donated Items for his or her family's personal use, and hereby represents to Donor that Recipient is accepting the Donated Items solely for such purposes. At any time during the first three (3) years of ownership of the Donated Items, Recipient may not sell, trade, or otherwise transfer any of the Donated Items to any person not related to Recipient by blood or marriage.

3. Disclaimer of Warranties. RECIPIENT ACKNOWLEDGES THAT DONOR RECEIVED THE DONATED ITEMS THROUGH DONATIONS FROM OTHER THIRD PARTIES, AND IS ACTING MERELY AS A FACILITATOR FOR PURPOSES OF ENSURING THAT ITEMS THAT HAVE BEEN DONATED ARE THEREAFTER DONATED TO PERSONS WITH DEMONSTRATED NEED, AND NO QUALIFIED INSPECTIONS OF THE SAME ARE PERFORMED BY DONOR, INCLUDING FOR ANY PATENT OR LATENT DEFECTS. SUBJECT TO APPLICABLE LAW, THE DONATED ITEMS ARE BEING PROVIDED TO RECIPIENT ON AN "AS IS" BASIS. AS SUCH, DONOR MAKES NO WARRANTY OF ANY KIND,

EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

4. Waiver, Release of Claims and Indemnification. Subject to applicable law, Recipient hereby agrees on behalf of Recipient, their estate, heirs, assigns, and all of Recipient's minor children and/or wards, to release and discharge Donor, its past, present, and future affiliates, officers, directors, employees, volunteers, subsidiaries, agents, partner agencies or referring agency(s) and their organizations, successors and assigns (collectively, the "Released Parties"), from and against any and all claims, lawsuits, demands, injuries, losses, expenses, damages, or other costs or liabilities of any kind or nature (including reasonable attorneys' fees) (collectively, the "Claims") whether now or hereafter known, whether foreseen or unforeseen, arising out of or related to Recipient's or any third party's receipt, transportation, storage, use and/or disposal of any of the Donated Items. Recipient hereby agrees to indemnify, defend and hold the Released Parties harmless from and against any and all Claims, whether now or hereafter known, whether foreseen or unforeseen, and whether brought by Recipient, their estate, heirs, assigns, children, wards, any other family member or by any other third party arising out of or related to Recipient's or any other third party's receipt, storage, use and/or disposal of any of the Donated Items.

5. Severability. In the event that any term of this Agreement is deemed to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction and venue: (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.

6. Governing Law. This Agreement shall be governed by the laws of the State of New Hampshire, County of Hillsborough, without regard to its conflict of laws principles.

7. Entire Agreement; Modification. This Agreement (along with any references and/or attachments specifically incorporated herein) sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or communications between the Parties, whether written or oral relating hereto. No representation, inducement, or promise has been made or relied upon by either Party other than as expressly set forth in this Agreement. This Agreement may be modified only by a written amendment signed by an authorized representative of each Party.