CLIENT REFERRAL HomeTomorrow.org

| INSTRUCTIONS**Partner Agency**: Please complete this form in full and email to Referral@HomeTomorrow.org. **Partner Agency**: Please provide your Client with the TERMS OF SERVICE and DONATION AGREEMENT, attached. Submission of this CLIENT REFERRAL indicates Client agreement with Home Tomorrow’s TERMS OF SERVICE and DONATION AGREEMENT.  | OFFICE USE ONLYORDER #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_1st Appt: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2nd Appt: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- | --- |

**Confirmation of your Client’s private shopping appointment from the options provided**

**will be sent within one business day of your request (Days of operation: Tue - Sat).**

| AGENCY INFORMATIONAgency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Agency Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email or Cell #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- |

| CLIENT INFORMATIONCLIENT SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LAST NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FIRST NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_# Household Members: \_\_\_\_\_\_\_\_\_\_\_ How many bedrooms are there? \_\_\_\_\_\_\_\_# of Adults (Age 18 & older): \_\_\_\_\_\_\_\_ How many adults will share beds?: \_\_\_\_\_\_\_\_# of Minors (under age-18): \_\_\_\_\_\_\_\_ How many minors are under 2 years of age?: \_\_\_\_\_\_\_\_ |
| --- |

**AVAILABLE DATES AND TIMES FOR PRIVATE SHOPPING APPOINTMENTS**

Using the day and time availabilities provided below, enter 3 or more dates and times in the spaces provided in which your client is available WITH TRANSPORTATION AND LOADING ASSISTANCE within the next 2 weeks for an appointment. (Please provide 3 options in order to accommodate scheduling for all.)

We will respond via email to confirm your appointment based on availability.

| Tuesdays | 9:00 AM | 10:00 AM | 1:00 PM | 2:00 PM |
| --- | --- | --- | --- | --- |
| Wednesdays | 9:00 AM | 10:00 AM | 1:00 PM | 2:00 PM |
| Thursdays | 9:00 AM | 10:00 AM | 1:00 PM | 2:00 PM |
| Saturdays | 9:00 AM | 10:00 AM |  |  |

Please be sure of availability before submitting your request.

Per “Terms of Service”, schedule changes cannot be made without consequence.

|  | DAY | DATE | TIME |
| --- | --- | --- | --- |
| 1ST CHOICE |  |  |  |
| 2ND CHOICE |  |  |  |
| 3RD CHOICE |  |  |  |

PARTNER AGENCY AUTHORIZATION INSTRUCTIONS

**(To be completed by Partner Agency only)**

Having qualified your Family/Individual, 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”. Your ability to discern “need” from “want” will help us serve ALL those of our community in need.

EXAMPLE:

*If your client family, consisting of a couple and 2 minor children, are in need of complete beds and bedding, you might enter the following for mattresses, box springs, and bed frames:*

* MATTRESSES: 2 TWIN 1 QUEEN
* BOX SPRINGS: 2 TWIN 1 QUEEN
* BED FRAMES: 2 TWIN 1 QUEEN

| **BEDS & BEDDING** | **TWIN** | **DOUBLE/FULL** | **QUEEN** | **KING** |
| --- | --- | --- | --- | --- |
| MATTRESS |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |
| BOX SPRING |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |
| BED FRAME(Includes headboard, footboard & rails, complete set) |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |
| SHEETS (SET)(Limit 1 per mattress) |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |
| COMFORTER / BLANKET(Limit 1 per mattress) |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |
| PILLOW(Limit 1 per household member) |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |  QUANTITY

|  |
| --- |

 |

If no king-size bed/mattress/box spring, etc. is available, as an alternative, will your client accept...

 (Circle response(s) below):

| QUEEN SIZE? | Yes | No | FULL SIZE? | Yes | No |
| --- | --- | --- | --- | --- | --- |

| **FURNITURE** |
| --- |
| Sofa/Couch QUANTITY

|  |
| --- |

(Limit: 1 per household) | Living Room Chair QUANTITY

|  |
| --- |

(Limit: 1 per household) | Coffee Table QUANTITY

|  |
| --- |

(Limit: 1 per household) |
| End Table QUANTITY

|  |
| --- |

(Limit: 2 per household) | Television QUANTITY

|  |
| --- |

(Limit: 1 per household) | TV Table QUANTITY

|  |
| --- |

(Limit: 1 per household) |
| Area Rug QUANTITY

|  |
| --- |

(Limit: 1 per household) | Floor Lamp QUANTITY

|  |
| --- |

(Limit: 1 per household) | Table Lamp QUANTITY

|  |
| --- |

(Limit: 2 per household) |
| Bookcase QUANTITY

|  |
| --- |

(Limit: 1 per household) | Bedside Table QUANTITY

|  |
| --- |

(Limit: 1 per bedroom) | Bureau / Dresser QUANTITY

|  |
| --- |

(Limit: 1 per bedroom) |
|  | Dining Table QUANTITY

|  |
| --- |

(Limit: 1 per household) | Dining Chair(s) QUANTITY

|  |
| --- |

(Limit: 1 per household member) |

| **APPLIANCES** |
| --- |
| Microwave QUANTITY

|  |
| --- |

(Limit: 1 per household) | Coffee Maker QUANTITY

|  |
| --- |

(Limit: 1 per household) | Toaster / Toaster Oven QUANTITY

|  |
| --- |

(Limit: 1 per household) |

| **BATH ITEMS** |  |
| --- | --- |
| Bath Towel, hand towel, washcloth (Set) QUANTITY

|  |
| --- |

(Limit: 1 per household member) | Shower Curtain & Curtain Rings (Set) QUANTITY

|  |
| --- |

(Limit: 1 per household) |

| **KITCHEN** |
| --- |
| Pots / Frying Pans (set) QUANTITY

|  |
| --- |

(Limit: 1 set per household) | Serving Dishes/Bowls QUANTITY

|  |
| --- |

(Limit: 1 set per household) | Serving Utensils QUANTITY

|  |
| --- |

(Limit: 1 set per household) |
| Glasses / Mugs QUANTITY

|  |
| --- |

(Limit = # of household members) | Flatware QUANTITY

|  |
| --- |

(Limit = # of household members) | Dishes QUANTITY

|  |
| --- |

(Limit = # of household members) |

| **BABY ITEMS** |
| --- |
| Bedding QUANTITY

|  |
| --- |

(Limit: 1 set per baby) | Stroller QUANTITY

|  |
| --- |

(Limit: 1 per household) | Pack ‘N Play QUANTITY

|  |
| --- |

(Limit: 1 per household) | Car Seat QUANTITY

|  |
| --- |

(Limit: 1 per household) |

NOTE: We will gladly offer your client at the time of their appointment other miscellaneous home furnishings not listed (i.e., kitchen and table linens, trash cans, cleaning supplies & framed art, etc.), if available.

| **MISCELLANEOUS / COMMENTS / WISH LIST**(Please enter any items wished for or not included on this list.) |
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TERMS OF SERVICE and DONATION AGREEMENT follow.

HOME TOMORROW

TERMS OF SERVICE

***Partner Agencies:*** *Please impart these 10 Terms of Service to your Client Families. Our goal is to provide our services to EVERYONE in need. 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. We will contact you to confirm your client’s private shopping appointment. APPOINTMENT CONFIRMATION MUST BE RECEIVED FROM HOME TOMORROW AFTER SENDING A CLIENT REFERRAL.

**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 cannot be canceled more than once without consequence. After the first cancellation, the Client must wait to reschedule their appointment (see below). Therefore, please ensure that your clients keep their scheduled appointments. Any appointment cancellation MUST be made via email: CANCEL@HomeTomorrow.org. No phone call cancellations, please.

**3. Appointment Changes Within 24 Hours of Scheduled Appointment Must Wait 30 Days to Reschedule.** No appointment can be canceled within 24 hours of their scheduled appointment. Otherwise, they must wait 30 days to request a new appointment, again, only through the Partner Agency.

**4. Arrive Early for Your Appointment.** We kindly ask that clients arrive 5 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 will have to wait ONE MONTH to reschedule their appointment. On the second occasion, they must wait TWO MONTHS to reschedule. If they fail to show without advance notice on any occasion or if on the third occasion they are late, they will have to wait ONE FULL YEAR to reschedule their appointment. There are too many people in our community in need and it is too costly to set aside the time to reschedule and serve a single client/client family who fails to keep an appointment. In all instances, submission of a new appointment request is required.

**5. 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 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.

**6. 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: www.hometomorrow.org/Partner Agencies/FinancialAssistance. (Provide link)

**7. 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 last. After 30 days, a new authorization and Client Referral request must be submitted.

**8.** **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 includes up to 2 appointments to acquire items not previously selected - see below). Our goal is to serve EVERY family in need. Only after all other referred families are served will 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.

**9.** **No Guarantee of All Selections in Stock.** Our inventory is limited by available space and the volume of donations received 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.

**10.** **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.

**11. Recipient Agrees to Terms of Donation Agreement.** Any person or family receiving donations and services from HomeTomorrow hereby agrees to the terms of the DONATION AGREEMENT, which can be found on our website: [www.hometomorrow.org](http://www.hometomorrow.org)/receive/DonationAgreement.(Provide link)

**12. 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 me, including as to my name, image, and voice, made by or on behalf of any of the Released Parties during my 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, I have not been provided or promised any compensation to me, and I hereby waive 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. I understand and agree that this paragraph also applies to my minor child(ren).

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DONATION AGREEMENT

This Donation Agreement (this “Agreement”), dated as of the date of receipt of the Recipient 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 Item.** 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, 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, 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.