

Schedule A - Donation of Machine/Material to the AGMA Foundation

Schedule A must be received at the AGMA Foundation by **March 31, 2020**.

Please fill out one Schedule A for each proposed donation.

AGMA and the AGMA Foundation are committed to an open and fair donation process. The AGMA Training Center Instructor Committee will review all submissions with donor company identifying information hidden, and pick equipment that will best suit the National Training Center. This blind process allows for a fair and objective evaluation of submissions. Donor Contracts will be reviewed and approved as soon as they are received.

Donor Contracts may be submitted by:

Email: donations@AGMAFoundation.org

Fax: 703-684-0242

Mail: AGMA Foundation, 1001 N. Fairfax St., Ste. 500, Alexandria, VA 22314

Donor Name _____

Contact Person _____

Email _____ Phone _____

Property Description:

Attach or describe below (Make, Model, Serial Numbers, Date of purchase, other information)

Donor assigned value: _____ based

on: _____.

Donor will pay all expenses related to (check all that apply):

_____ Packaging and Transport of Donation to the AGMA National Training Center

_____ Set Up of Donation at the AGMA National Training Center

DONATION AGREEMENT

This DONATION AGREEMENT, is made this _____ [DATE] between _____ [DONOR NAME] (“Donor”) and the AGMA Foundation, a Virginia non-stock corporation and Section 501(c)(3) tax-exempt organization (the “Foundation”).

The Donor and the Foundation agree as follows:

1. **Donation.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the property described in the attached Schedule A (the “Property”) to the Foundation for the use and enjoyment of the Foundation. Title to the Property will vest in the Foundation upon the Property’s arrival at Daley College in Chicago, Illinois, and acceptance by the Foundation. Promptly upon acceptance of the Property by the Foundation, Donor will provide any and all documents necessary to record the transfer of title in the Property, if applicable. The transfer does not include or convey any license, title, or other rights in any patents, trademarks, copyrights, know-how or other intellectual property of any kind. For applicable charitable contributions, Donor will complete Form 8283 and provide to the Foundation for signature, if required.
2. **Use of Property.** The Foundation may use the Property for any purpose it deems appropriate and there is no expectation of reversion of the Property to Donor under any circumstances whatsoever.
3. **Transportation of Property.** Donor shall be responsible for packaging and transporting the Property to the Foundation at the designated delivery location. Donor also agrees to set up the Property at the delivery location.
4. **Recognition.** To honor the Donor, publicity in the form of announcements, both internal and external, will be made by the Foundation upon consultation with the Donor.
5. **Warranties.** Donor warrants that:
 - a. The Property is safe and suitable for use by the Foundation and its participants and has no known defects; and,
 - b. There are no claims, judgments, liens or other encumbrances of any kind whatsoever against or upon title to the Property; and,
 - c. No customs laws, tax laws or other laws or regulations applicable to the Property or its export or import, have been violated.
6. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

7. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in the Commonwealth of Virginia.

8. **Severability.** If any provision in this Agreement is determined by a competent legal authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DONOR

AGMA FOUNDATION

By: _____
Print Name:
Address:

By: _____
Print Name:
Title:

Phone:
E-mail: