



Morningday Community Solutions (MCS) and Good360™ Membership Application

Please complete the application, attach all required documentation and submit to:
Fax: (888)505-3796 or Email: contactus@morningdaysolutions.org

PART 1: ORGANIZATION INFORMATION

Organization Name: _____ EIN # or School ID#: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Website: _____

Primary Contact Full Name: _____

Title: _____ E-mail: _____

Chief Executive Full Name: _____

Title: _____ Email: _____

Number of Clients Served Per Month: _____

Mission Statement (Attach separate sheet if necessary): _____

How did you hear about us? _____

Approved members: Each organization may have up to four authorized members for their account.

1) Name: _____ Position: _____ E-Mail: _____

2) Name: _____ Position: _____ E-Mail: _____

3) Name: _____ Position: _____ E-Mail: _____

4) Name: _____ Position: _____ E-Mail: _____

Does your organization operate a thrift store or resale shop? Yes No

PART 2: REQUIREMENTS

All required documentation must be submitted with the completed application. Membership will be denied if this application is incomplete, or your organization does not meet minimum qualifications. Organizations must have a commercial business address to become a member. A \$50.00 processing fee is required before application can be processed. If paying by credit card, please contact our office at (954) 590-8256 to arrange payment.

Please include the following with your completed application:

- 501(c)(3) Certification from Internal Revenue Service
- Most Recent 990 Form or 990 N E-postcard or Audited Financial Statement, including Auditor's Opinion
- A voided check (if using ACH as form of payment)

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PART 3: DONATION ACCEPTANCE AGREEMENT

This section must be read and signed by all authorized members and an authorized representative of the organization.

MCS, Good360, and its registered nonprofit partners take their responsibility to serve those in need very seriously. Organizations failing to adhere to the following guidelines will be prohibited from participating in programs administered by MCS and Good360 and, if appropriate, legal action will be taken.

By accepting products and services from MCS and Good360, you certify that:

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 for the care of the ill, needy or youth and must be given away **free of charge** (as those terms are defined in applicable U.S. Treasury regulations). In addition, the goods can be used by your office for administrative purposes. The use of the goods will be related to the purpose of the organization that makes it tax exempt.
3. The geographic scope of services must be within your local community. Items cannot be shipped outside of the U.S. without advanced written permission.
4. The use of the goods does not authorize the organization to sell, trade, barter or otherwise transfer the items for money, property or services in order to operate or related to the operation of its offices or to pay any administrative fee to MCS or Good360 or any shipping charges related to the procurement of the goods.
5. Goods cannot be transferred to other nonprofit organizations or groups without advance written permission from MCS or Good360. Please note, if written approval is granted by MCS or Good360, charities receiving the goods must be registered directly with MCS or Good360.
6. Goods 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.
7. The organization agrees to maintain adequate books and records of these items as required by applicable tax regulations and to make such records available upon request to MCS, Good360 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, MCS and Good360 promptly upon request.
8. The organization must have and adhere to a nondiscrimination policy such as “No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity available on the basis of race, color, sex, religion, creed, political belief, age, national origin, linguistic and language difference, sexual orientation, socio-economic status, height, weight, marital or familial status, or disability.”
9. You agree that this restriction may be enforced by a court entering equitable relief including, but not limited to, injunctive relief. MCS or Good360 reserves the right to limit, restrict or terminate any order of donations requested by your organization at any time without cause and without notice.
10. Donations must be stored at a business location and not a personal residence.



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PART 3: DONATION ACCEPTANCE AGREEMENT – continued

Breach of any of your organization’s obligations as stated above will entitle MCS or Good360 to rescind this agreement and recover any and all donated goods. In this connection, your organization agrees that the remedy of monetary damages is not exclusive and is inadequate and that MCS or Good360 will be immediately and irreparably damaged by any such breach. In such an event, your organization consents to the imposition of a constructive trust on any and all such goods in favor of MCS and Good360 and further consents to a temporary, preliminary and permanent injunction in favor of MCS and Good360, forbidding your organization from making any disposition of the goods and requiring your organization to return immediately all such goods to MCS and Good360, as it directs. Your organization agrees to pay MCS or Good360 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.

By signing below I agree to the terms and conditions noted above in the Donation Acceptance Agreement.

Signature of Chief Executive: _____ Print Name: _____

Date: _____

Approved members:

1. Signature: _____ Print Name: _____

Date: _____

2. Signature: _____ Print Name: _____

Date: _____

3. Signature: _____ Print Name: _____

Date: _____

4. Signature: _____ Print Name: _____

Date: _____



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PART 4: MCS WAREHOUSE POLICIES AGREEMENT

These policies are designed to simplify our operations and allow us to provide free and deeply discounted merchandise to your organization. These policies must be adhered to at all times.

1. **RETURNS:** Items that do not work properly may be exchanged for other merchandise or store credit within 30 days of purchase and must be in the same condition as when purchased. Items returned for any other reason will be subject to a 20% restocking fee.
2. **Member Only Shopping:** Each organization is allowed to have up to 4 authorized members shop on their behalf. These 4 members are the **ONLY** people allowed in the warehouse. Members are always welcome to bring up to 2 guests per visit by emailing prior to their visit to obtain approval. Guest will need to register upon arriving at MCS.
3. **Payment:** Payment is required at time of purchase. Accepted methods of payment are listed below.
 - NOTE: We do not accept cash, money orders or checks without the organizations name printed on it.**
 - a. Fill out the ACH form (page 5) to debit your organization’s checking account. This will give MCS the ability to debit your checking account when one of the four authorized members make a purchase.
 - b. Pay with company credit card. NOTE: Must have name of organization on card.
 - c. Pay with company check.
4. **Annual processing fee:** An annual fee of \$25.00 will be due every January. Membership will become inactive if fee is not paid.
5. **Children:** No children under the age of 16 are allowed in the warehouse.
6. **Holds:** We do not offer holds on products. Products can be stored for up to 72 hours after purchased to allow your organization to arrange pick up. If products are not picked up within 72 hours, they will be returned to inventory.
7. **Self-Serve:** We love helping our members but MCS is primarily a self-serve warehouse. We are a small nonprofit with limited resources. We will help you get items down from our racking and load them in your vehicle but members need to be prepared to shop on their own. When purchasing large quantities or oversized items any assistance you can provide is appreciated.
8. **Inspection of Goods:** MCS reserves the right to inspect locations where goods are being used.
9. **Registration with Good360:** Organizations are required to register for free with Good360 at <https://good360.org/marketplace/register/> Click on the register button and follow the instructions. Please enter **100225978** as the parent registration code. This will assign you to MCS and give you a **20% discount** on all applicable administrative fees through the Good360 website.

By signing below I agree to the terms and conditions noted above in the MCS Warehouse Polices Agreement.

Approved members:

1. **Signature:** _____ **Print Name:** _____
Date: _____
2. **Signature:** _____ **Print Name:** _____
Date: _____
3. **Signature:** _____ **Print Name:** _____
Date: _____
4. **Signature:** _____ **Print Name:** _____
Date: _____



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ACH Authorization Form

Note: Authorized signer of organizations account must fill out Form.

I authorize Morningday Community Solutions (MCS) to initiate either an electronic debit, or to create and process a demand draft against my bank account according to the terms outlined below.

I acknowledge that the origination of ACH transactions to my account must comply with the provisioning of United States law.

Terms of Billing: Starting on ____/____/____ and subsequently debited at any time for the amount owed to merchant for purchases as detailed in Invoices.

Bank Information:

Bank Name _____

Name on Account _____

Phone Number on Account _____

Bank ABA/Routing Number _____

Bank Account Number _____

Bank Account Type: *Checking* or *Savings*

This payment authorization is to remain in full force and effect until (Member Organization) _____, notifies MCS of its cancellation by sending written notice in such time and in such manner to allow both MCS and receiving financial institution a reasonable opportunity to act on it.

Signature: _____ Printed Name: _____

Date: _____

Attach voided check here