



JUNIOR LEAGUE OF LAFAYETTE

Junior League of Lafayette Diaper Bank Agreement

The following are the terms and conditions for participation in Junior League of Lafayette Diaper Bank. Junior League of Lafayette, Inc. is a non-profit organization incorporated in the State of Louisiana.

By its signature below,

(Agency) agrees to these terms
and conditions.

1. The recipient agency certifies that it is a nonprofit 501(c)(3) social service agency, a religious organization in good standing, a school family resource center, or other governmental agency providing social services to individuals or families in need and that it has included documentation of such status along with this executed Agreement.
2. As a participant in the Junior League of Lafayette Diaper Bank's diaper distribution program, the recipient agency will provide diapers to its clients in a conscientious manner. The recipient agency may not sell trade or barter items obtained from the Junior League of Lafayette Diaper Bank, nor may those items be used for fund raising, auctions or raffles. Items will be used to provide services to the clients of the recipient agency and may not be used as gifts to staff or volunteers. The recipient agency agrees to make every effort to avoid duplication of services and to avoid providing diapers to clients who will sell, exchange or barter with the diapers.
3. Diapers from the Junior League of Lafayette are to be used as one part in a broader effort by the recipient agency to assist individuals in need, and must be distributed to beneficiaries within Lafayette Parish or agencies receiving diapers must be located within the boundaries of Lafayette Parish. The recipient agency therefore will not distribute diapers to individuals or families without providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term. If the recipient agency is providing some or all the diapers they receive to other agencies, the recipient agency agrees to require that those 'end-user' agencies not distribute diapers to individuals or families without providing some level of case management.
4. The recipient agency acknowledges that Junior League of Lafayette Diaper Bank receives diapers donated by others; that Junior League of Lafayette often receives donations of opened packages of diapers; that Junior League of Lafayette may purchase diapers; and that Junior League of Lafayette is



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donating the diapers to the recipient agency with no consideration received. Although Junior League of Lafayette believes, to its best knowledge, that these diapers are safe, Junior League of Lafayette Diaper Bank has not inspected these diapers for safety or other matters. It is the responsibility of recipient agency personnel to inspect the diapers they provide to their clients.

5. The recipient agency will defend, indemnify and hold Junior League of Lafayette, its affiliated agencies, officers, directors, contractors, agents, and employees harmless from any and all liability, loss, damages or expenses from all claims, demands, and actions (including but not limited to responsible attorney's fees) out of or in connection with the use or handling of these diapers by the recipient agency, its employees, its clients, or anyone to whom it supplies the diapers.
6. The recipient agency will pick up its diapers at the facility in which they are stored, or an agreed upon location. Any injury sustained by employees, representatives, and/or agents of the recipient agency while at the storage premises are not the fault nor the responsibility of Junior League of Lafayette. The recipient agency shall submit, upon request, a certificate of insurance to Junior League of Lafayette documenting that the recipient agency has workers' compensation coverage, general liability coverage, and automobile insurance coverage of at least the minimum automobile insurance limits required by applicable state law.
7. The recipient agency agrees to send a representative of the agency to either a Diaper Bank committee meeting or a General Membership Meeting (at the League's discretion) to report to the membership how the diapers are impacting their clients.
8. The recipient agency will not discriminate on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. Further, the recipient agency will not require attendance at religious services as a condition of assistance in any of the programs that distribute diapers, nor will any client be forced or required to endure religious proselytizing of any type.
9. The recipient agency shall make a written report to Junior League of Lafayette on a monthly basis detailing the following:
 - a. How many requests for diapers it has received that month
 - b. How many diapers it was able to distribute that month
 - c. How many requests it was unable to fulfill due to people not meeting their criteria



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10. The recipient agency agrees that recipient agency shall not hold itself out or in any way represent that recipient agency is an employee or agent of Junior League of Lafayette. Nothing herein shall be construed as creating an employer/employee relationship between the parties.
11. Junior League of Lafayette reserves the right to remove an agency from its recipient list if the Agency does not adhere to the terms of this agreement, or if any portion of its application is found to be misstated. Written notice will be provided to you in the event we will no longer provide diapers to your agency.
12. The recipient agency will not refer any individual clients to call or visit the Junior League of Lafayette location. It will be the responsibility of the recipient agency to ensure all its staff are aware of all provisions.
13. The term of this Agreement shall commence as of the date hereof this agreement is last signed by Junior League of Lafayette, and shall continue until May 31, 2020, unless the parties otherwise mutually agree in writing to terminate the Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice. If a party chooses to terminate this Agreement, all rights and obligations under this Agreement shall continue until notice period of such termination expires.
14. It will be the responsibility of the recipient agency to ensure all its staff are aware of all provisions of this agreement. In agreement to the terms above, the undersigned declares that he/she has the authority to execute this agreement.
15. Junior League of Lafayette Diaper Bank will make every effort to satisfy your diaper needs as requested but is not accountable to do such. Junior League of Lafayette reserves the right to refuse any application for donations. Junior League of Lafayette reserves the right to perform a site visit during the application process, or with appropriate notice any time during the term of this agreement

Signature of Executive Director

Date

Print Name

Agency



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Diaper Distribution Request Form

The data from this application will be entered into the Junior League of Lafayette Diaper Bank database for each agency. All Information will be kept in a secure manner and not released to any external organization other than aggregate for grant writing and audit purposes.

To estimate your organization's need for diapers, please complete the following table for your current clients. Upon approval of your application, we will revisit your needs including future projections to ensure we will be able to supply your agency.

Please complete the table below for the number of children your agency serves on a monthly basis.

Write the number of children for each diaper size needed.

Each child will receive a maximum of 50 diapers per month or 30 pull ups.

<u>Diaper Size</u>	<u>Amount:</u>
Small (newborn/size 1) - Up to 13 lbs	Number of Children:
Medium (size 2/size3) - 11-26 lbs	Number of Children:
Large (size 4/size 5) - 22-37 lbs	Number of Children:
Extra Large (size 6) - 35+ lbs	Number of Children:
Pull Ups (2T/3T)	Number of Children:
Pull Ups (3T/4T)	Number of Children:
Pull Ups (4T/5T)	Number of Children:

If you do not need 50 diapers per child each month, please complete this statement:

Our Agency only requires _____ diapers per child per month.

Signature

Date

Print Name and Title

Agency Name