

**Agreement for In-Kind Contribution of Services and/or Goods to Coastal America Foundation (CAF), for Use as Recommended by the New York-Corporate Wetlands Restoration Partnership (CWRP), a Subcommittee of the CAF CWRP Standing Committee**

A. Donor: \_\_\_\_\_ (*company name*) hereby offers and agrees to make an in-kind contribution of services and/or goods valued solely by \_\_\_\_\_ (*company name*) at \$ \_\_\_\_\_ (*dollar amount written out*) to Donee: Coastal America Foundation, Inc. (CAF), a nonprofit entity incorporated under the Massachusetts Charitable Corporations Law and recognized by the Internal Revenue Service as tax-exempt under §501(c)(3) of the Internal Revenue Code, to be used in the CAF Corporate Wetlands Restoration Partnership (CWRP) program for the restoration, preservation, protection and/or enhancement of wetlands and aquatic habitats.

B. The contribution shall be recorded by CAF and held until such time as the application of the services and/or use of the goods has been approved by CAF, in conjunction with recommendations from the NY-CWRP (a Subcommittee of the CAF CWRP Standing Committee), and as provided in the Operating Principles of the NY-CWRP, and the Operating Principles of the Program Management Subcommittee of the CAF CWRP Standing Committee, and the CAF Corporate Bylaws.

C. \_\_\_\_\_ (*company name*) shall, within 30 business days of Donor signing this Agreement, send a copy of the Agreement and a letter describing the services and/or goods which are the subject of this Agreement, and the schedule for providing said services and/or goods (which schedule may be modified with the mutual written agreement of Donor and Donee, but which in any case shall be concluded within 12 months of Donee signing this Agreement), to CAF at the following address:

Coastal America Foundation. 100 Muron Avenue, Bellingham, MA 02019-2112

D. The NY-CWRP shall coordinate the use of the services and/or goods which are the subject of this Agreement with \_\_\_\_\_ (*company name*).

E. Donee CAF expressly disclaims any liability for any injury or damages to any party in connection with the provision and use of the above-noted services and/or goods, which are being provided by Donor as a gift.

F. Donor expressly disclaims any representation or warranty of any kind in connection with the provision and use of the above-noted services and/or goods, which are being provided by Donor as a gift.

G. Donee CAF hereby accepts the above-stated offer of Donor.

H. This agreement shall be effective when signed by both parties, with the effective date being the latter date of the two signature dates.

AGREED and ACKNOWLEDGED:

DONOR: \_\_\_\_\_ Date: \_\_\_\_\_  
Please Print Company Name  
By: \_\_\_\_\_  
Please Sign and Print Name Official Title

DONEE: Coastal America Foundation, Inc. (CAF) Date: \_\_\_\_\_

By: \_\_\_\_\_  
Please Sign and Print Name Title: Chair (or Co-Chair) of NY-CWRP, a Subcommittee of the CAF CWRP Standing Committee, and a Second Vice-President (Corporate Officer) of CAF

Donor Confidentiality request:  
 My company wishes to remain confidential as a donor to CAF for the CAF CWRP Program, except where disclosure is required by federal or state law.  
\_\_\_\_\_ (initials)