

# St Louis Teachers' Recycle Center, Inc.

## Play Kit Materials Agreement

108 Crestwood Court  
Crestwood, MO 63126

**St. Louis Teachers' Recycle Center** provides material free of charge.  
We do charge a small service fee for picking up, sorting and storage of materials.

**St. Louis Teachers' Recycle Center**(Donor) hereby donates, effective (date) \_\_\_\_\_. Without consideration and subject only to the conditions set forth herein, the equipment, and/or supplies collected from the distribution site or Van GO, to \_\_\_\_\_ (Donee), an organization, individual or teacher.

Donee accepts and acknowledges receipt of the donated equipment and/or materials and agrees as follows:

1. That the equipment will be used in furtherance of Donee's classroom for educational purposes or personal art projects and shall not be transferred to any other party in exchange for money, other property or services.
2. That the equipment is transferred to Donee, "AS IS-WHERE IS" as used or surplus material with all faults, latent and patent, and Donor makes no warranties, express or implied, as to the donated equipment, including, but not limited to warranties of merchantability or fitness for a particular purpose or warranty against patent, trademark, copyright, or trade secret infringement.
3. That in no event will donor be liable for incidental consequential, special or indirect damages whether arising out of breach of warranty, breach of contract, negligence, strict tort liability or otherwise.
4. That Donee shall not bring any action against Donor (including subsidiaries and affiliates of Donor) harmless against loss, claim, or damage, which results in any way from Donee's possession or use of donated equipment and/or materials.
5. That Donee shall indemnify and hold Donor (including subsidiaries and affiliates of Donor) harmless against loss, claim, or damage, which results in any way from Donee's possession or use of donated equipment and/or materials.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Pound Pass Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

St. Louis Teachers' Recycle Center

Organization/Teacher/Artists

By: Susan Blandford By: \_\_\_\_\_

Title: Executive Director Title: \_\_\_\_\_

Date: 9/11/2009 Date: \_\_\_\_\_