



## ERIE FORD DEALERS FORD FRIENDSHIP EXPRESS PROGRAM

The Ford Friendship Express Program is the way the Erie Ford Dealers give back something substantial to the people and organizations in the community. The program assists charitable and nonprofit organizations throughout the Erie area. The dealer association donates vehicles to help these organizations with their day-to-day operations. To see if your organization qualifies and to apply for the program, see details below.

### APPLICATION AND AGREEMENT

The WNY Ford Dealers Advertising Fund, Inc. ("Erie Ford Dealers") sponsors its Ford Friendship Express Program (the "Program") pursuant to which from time to time it donates a Ford van of its choice (the "Van") to an eligible organization selected by it. The Erie Ford Dealers contemplate making a donation during the 1st quarter of the 2019 calendar year of a Van to a designated eligible organization located and operating in the Erie, Pennsylvania, area, consisting of the counties of Erie, Crawford, and Warren, Pennsylvania. If your organization is located in the Erie area and would like to be considered for the donation, please complete this Application and Agreement by **November 30, 2018** and return it to:

ATTN: Laurie Hebler  
c/o Mower  
50 Fountain Plaza, Suite 1300  
Buffalo, NY 14202

The Program is governed by the rules and guidelines set forth in the "Guidelines for the Ford Friendship Express Van Donation Program" and this Application and Agreement.

If selected, the undersigned organization ("Organization") hereby authorizes the Erie Ford Dealers to use the Organization's name in any advertisement or publicity release in conjunction with this Program.

**Please feel free to attach additional information on a separate sheet if more space is required to answer the following questions.**

1. Name of Organization: \_\_\_\_\_ Year Founded: \_\_\_\_\_  
County of Operation: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Phone #: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_
5. How did you hear about the Ford Friendship Express Program? \_\_\_\_\_  
\_\_\_\_\_

Have you applied in the past?  Yes  No

6. Is your Organization:  
Not for Profit:  Yes  No      IRC 501(c) 3:  Yes  No  
Registered with the Pennsylvania Bureau  
of Charitable Organizations:  Yes  No  
Tax Exempt:  Yes  No      Other (please describe): \_\_\_\_\_

7. Attach a copy of proof of the item(s) in Item 6 above.

8. Does the Organization currently own or lease any vehicles:  Yes  No  
If yes, how many are leased and owned? \_\_\_\_\_ Owned    \_\_\_\_\_ Leased  
Please explain how the vehicles are used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Describe the activities of the Organization, including the location in which it operates: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Describe the management/staffing of the Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Detail the Organization's income structure by percentage derived from private funding, government or other sources:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. What percentage of income is utilized for direct charitable purposes vs. Organization's operations and administrations?  
\_\_\_\_\_  
\_\_\_\_\_

13. Describe the Organization's fundraising activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Attach a copy of the Organization's last fiscal year's audited financial statement.

15. Describe the Organization's specific need and proposed use of the Van if awarded to it: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. The named Organization, if selected to receive a Van, hereby agrees to accept the Van upon the following conditions:
- (a) Authorizes the Erie Ford Dealers to use the Organization's name in connection with this Program in any advertisement or publicity release.
  - (b) Uses its best efforts to ensure that the Van is used only for Organization purposes and not by or on behalf of any individual.
  - (c) Allows annual inspections of the Van by an Erie Ford Dealers representative and permits graphic replacement at no cost to the Organization, when, in the opinion of the Erie Ford Dealers, the Van requires this to maintain a satisfactory public appearance. If the Organization's name changes, the Organization will notify the Erie Ford Dealers and the Organization will be responsible for cost to reapply the graphics to the Van.
  - (d) Indemnifies and holds the Erie Ford Dealers harmless from any and all claims, causes of action, losses, damages, and liabilities arising out of the ownership, use or operation of the Van by the Organization.
  - (e) Pays any and all sales and use taxes, registration and inspection fees and all attorneys' costs associated with the transfer of the Van to it.
  - (f) Will agree to provide access to the Van if available to media interested in articles/stories about the Program as well as special events, with reasonable and timely requests.
  - (g) Will include articles about being awarded a Ford Friendship Express vehicle for their organizational marketing materials such as newsletters and web sites.
  - (h) Grants to the Erie Ford Dealers, a lien to the Van to secure the foregoing commitments by the Organization as well as its promise not to sell, give, or transfer the Van for at least four (4) years from the date title is transferred to the Organization. If, after four (4) years, the Organization wants to sell, give, or transfer the Van, it will provide the Erie Ford Dealers with an opportunity to meet a bona fide offer from a third party to purchase the Van.
  - (i) Agrees to and will abide by the terms and conditions set forth in the document titled "Guidelines for the Ford Friendship Express Van Donation Program" and acknowledges receipt thereof.

17. The named Organization hereby:
- (a) acknowledges to the Erie Ford Dealers that it is aware that federal statutes (49 U.S.C. 30101-30127) and regulations (49 C.F.R. 571) specify that a "school bus" must meet certain unique requirements, including specific safety standards, and that the Van, as it would be awarded to the Organization, does not meet such standards; and
  - (b) certifies to the Erie Ford Dealers that it does not intend to and will not use the Van, in the event that the Van to be donated is designed to carry more than 10 persons, to carry students to and from school or related events.

**The undersigned hereby certifies to the Western New York Ford Dealers Advertising Fund, Inc., that the information set forth in this Agreement is true and correct. The Organization agrees to and will abide by all terms and conditions set forth in the Application and Agreement Form and the Guidelines for the Ford Friendship Express Van Donation Program should it be awarded a Van pursuant to this Program.**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**To expedite the reviewing process and if at all possible, please submit 5 additional copies of the application and financials, along with the original application.**

**Application must be returned and received by **November 30, 2018**. Your organization must reside in Erie, Crawford, or Warren Counties.**

**Please keep a copy of this Application and Agreement for your future reference.**

## **GUIDELINES FOR THE FORD FRIENDSHIP EXPRESS VAN DONATION PROGRAM**

### **A. BACKGROUND:**

Pursuant to its Ford Friendship Express Van Donation Program, the Western New York Ford Dealers Advertising Fund, Inc. ("Erie Ford Dealers") contemplate donating, from time to time but not more than annually, a new Ford Van of its choice (the "Van") to one or more eligible organization(s) ("Organization") located and operating in the area coinciding with the ADI region of the Erie Ford Dealers (the "Program"). The purpose of the Program is to assist local, reputable eligible organizations while providing advertising on behalf of the Erie Ford Dealers. The Van will be painted to prominently display the Ford logo and to the effect that the Van was donated by the Erie Ford Dealers. Title and ownership of the Van will be transferred to the selected Organization. The Erie Ford Dealers, in their sole discretion, may elect to donate more than one Van in any particular year and may elect to divide its ADI region into more than one area for such purpose.

### **B. ELIGIBILITY REQUIREMENTS:**

1. To be eligible an Organization must:
  - (a) be a not-for-profit entity;
  - (b) be located and operating in the area coinciding with the ADI region of the Erie Ford Dealers or, if the ADI region is divided into different areas for a particular year of the Program then it must be located and operating in the area applicable to it; and
  - (c) complete an Application and Agreement Form and return it to the Erie Ford Dealers as of the specified deadline.
2. An Organization not selected must re-submit an Application and Agreement Form to be eligible in any succeeding year.
3. An Organization that has been awarded a Van is not eligible to be selected again for the succeeding four (4) calendar year period.
4. There is no fee required to submit an Application and Agreement Form.

### **C. DETAILS OF PROGRAM:**

1. The Erie Ford Dealers may donate at least one Ford Van of its choice per year to selected eligible Organizations that have submitted an Application and Agreement Form. The Erie Ford Dealers reserve the right, in their sole discretion, (a) to donate more than one Van, or make no donation, in any given year; and, (b) to divide its ADI region into more than one area for such purpose.
2. Selection of the eligible Organization will be in the sole discretion of the Erie Ford Dealers and will be based on such factors as the Erie Ford Dealers shall from time to time determine. It is anticipated that the selection and the actual presentation of the Van will be during the 1<sup>st</sup> quarter of the calendar year.
3. This Program may be terminated at any time by the Erie Ford Dealers. In the event the Program is terminated, the undertakings and commitments set forth in these Guidelines and the Application and Agreement Form, and agreed to by those Organizations that have received a Van, shall remain in full force and effect.
4. The Erie Ford Dealers are not obligated by this Program to provide consideration to any application made by any Organization.
5. The model, year, and specifications of the Van will be in the sole discretion of the Erie Ford Dealers. The Van will be new.
6. The Van will be painted to prominently display the Ford logo and that the Van was donated by the Erie Ford Dealers, all in the sole discretion of the Erie Ford Dealers. No other identification either related to the selected Organization or otherwise will be painted on the Van. The Organization will be responsible for the cost to revise van graphics if the Organization's name changes. Erie Ford Dealers should be notified of the change.
7. The Organization will be responsible to maintain the appearance of the Van and should follow these proper care instructions:
  - Do not use high pressure washes.
  - Do not use harsh chemicals.
  - Use care when washing around the edges of the graphics (do not snag corners with wash rags or drying towels).
  - Report any damaged graphics to Laurie Hebelor (or such other person so designated) at Mower, (716) 842-2233.
8. Ownership of the Van will be transferred at the time the Van is delivered to the selected Organization. The selected Organization will be responsible to pay any and all registration and inspection fees, insurance, and all other costs associated with the transfer of the Van to it. The selected Organization will also complete such other documents as the Erie Ford Dealers may require.
9. The selected Organization agrees to and does indemnify and hold the Erie Ford Dealers harmless from any and all claims, causes of action, losses, damages, expenses, and liabilities arising out of its ownership, use, or operation of the Van by it or its employees, agents, or others on its behalf.
10. Upon receiving the Van, the selected Organization shall, and does hereby, grant to the Erie Ford Dealers a lien to the Van securing all of the undertakings and commitments by the Organization set forth in these Guidelines and the Application and Agreement Form as well as its promise and agreement not to sell, give, or otherwise transfer ownership or use of the Van for at least four (4) years from the date title is transferred to the Organization. If, after such four (4) year period, the Organization desires to sell, give, or transfer ownership of the Van, it will provide the Erie Ford Dealers with an opportunity to meet a bona fide offer from a third party to purchase the Van. The details of any such offer and a written copy shall be given to the Erie Ford Dealers, who shall have twenty (20) days to give notice of its intention to re-acquire the Van.

**Prior to the Organization selling, giving, or otherwise transferring the Van to a third party or otherwise retiring the Van from use, it shall notify the Erie Ford Dealers so that all graphics can be removed from the Van.**

11. The selected Organization agrees to permit a representative of the Erie Ford Dealers to inspect the Van at least annually and that upon the request of the Erie Ford Dealers it will take the Van to a designated Erie Ford Dealer to have the graphics replaced. Graphics replacement shall be at no cost to the selected Organization, provided that it is required as a result of the normal wear and tear and use of the Van.
12. The selected Organization agrees that in the event of any damage to the Van for any reason whatsoever (for example, an accident or otherwise) other than from ordinary wear and tear, the selected Organization shall promptly have the Van fully repaired and graphics reapplied to restore the Van to its original condition—all at the Organization's sole cost and expense.
13. The selected Organization does hereby:
  - (a) acknowledge to the Erie Ford Dealers that it is aware that federal statutes (49 U.S.C. 30101-30127) and regulations (49 C.F.R. 571) specify that a "school bus" must meet certain unique requirements, including specific safety standards, and that the Van, as it would be awarded to the Organization, does not meet such standards; and
  - (b) certify to the Erie Ford Dealers that it does not intend to and will not use the Van, in the event that the Van to be donated is designed to carry more than 10 persons, to carry students to and from school or related events.