**Donation Agreement**

This Agreement (this “Agreement”) is dated \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_ between Fox Corporation

(“Donor”) and, a nonprofit organization, school, theater or art organization. ("Recipient"). WHEREAS, in connection with its production activities, Donor has and will have leftover foodstuffs and other consumables (the "Food Goods"), and/or set materials (the “Material Goods”). Donor wishes to donate such Food Goods and/or Material Goods to Recipient, pursuant to the terms of this Agreement.

1. **FOOD DONATION; FREE DISTRIBUTION**. Donor hereby donates the Food Goods to Recipient. Recipient represents and warrants that (i) the Food Goods will be distributed for free to Recipient's clients, (ii) Recipient is a nonprofit organization that is operating for religious, charitable, or educational purposes and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of Recipient, (iii) Recipient is knowledgeable of the standards to properly recondition donated food or grocery products, and (iv) Recipient is not providing anything of monetary value to Donor in consideration of the Food Goods.

2. **MATERIAL DONATION; REUSE/REPURPOSING.** Donor hereby donates the Material Goods to Recipient. Recipient represents and warrants that the Material Goods will be used in one of three ways: (i) Material Goods that are donated to Recipient may be reused with logos and artwork intact. (ii) Recipient may use pieces of event décor as fund raising items in raffles or auctions including on-line auction sites. Items may not be resold directly. These items may be raffled or auctioned with logos and artwork intact. Recipient agrees to inform the winning bidder/ticket holder that that they own the specific piece of décor but do not own any rights to the logos or artwork and may not duplicate the logos or artwork or use them for any commercial purpose. (iii) Recipient may take event material and remanufacture it into products for sale. However, any pieces of material containing logos or other service marks must be either removed or, in the case of large logos, cut and resewn so that the artwork is no longer recognizable. The sale or marketing of any such product cannot include references to the Donor, any of its business units, or any related brands, logos or copyrights.

3. **INSPECTION.** Recipient acknowledges inspection of each donation of Food Goods and/or Material Goods, and satisfaction with their condition.

4. **RELEASE**. Recipient, for itself and its successors, assigns, agents, employees, and representatives, hereby releases and discharges the Donor, and each of their former, current and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, employees (including without limitation any catering company engaged for the preparation and delivery of the Food Goods) from each and every claim, cause of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorney fees and costs, that it has or might have, in any way arising out of or in connection with this Agreement or the Food Goods and/or Material Goods except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. The foregoing shall, to the fullest extent of applicable law, be in addition to, and not in replacement or substitution of, any legal protections offered by any "Good Samaritan" or other similar laws in any jurisdiction.

5. **WARRANTY DISCLAIMER**. Donor hereby expressly disclaims all warranties, written or oral, statutory, express or implied, including any warranty of wholesomeness, merchantability, condition, quality, fitness for use, or suitability of the Food Goods and/or Material Goods in any respect whatsoever, including any warranty regarding the absence of any defects therein, whether latent or patent; it being understood and agreed that the Food Goods and/or Material Goods are being donated in their current condition as of the date hereof. In connection with Donor's donation of the Food Goods and/or Material Goods, Donor shall in no event be liable for any claim whatsoever by or through Recipient, or any third party, for any issue or problem with the Food Goods and/or Material Goods, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages, except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. Donor neither assumes nor authorize any person to assume on their behalf any liability in connection with the use or reuse of the Food Goods and/or Material Goods.

6. **LABOR.** Recipient shall be responsible for providing all the labor to pick up the Food Goods and/or Material Goods from the Donor’s designated pick-up site. Recipient assumes all responsibility for the cost of labor throughout the entirety of the pick-up.

7. **SHIPPING OR TRANSPORTING**. Recipient shall be responsible for the cost of shipping or transporting the Food Goods and/or Material Goods from Donor’s designated pick-up site, and Recipient assumes all responsibility for any injury or property damage arising during the shipping or transporting of the Food Goods and/or Material Goods.

8. **MISCELLANEOUS**. This Agreement and the terms and conditions set forth herein constitute the complete and final agreement between the Donor and Recipient relating to donation of the Food Goods and/or Material Goods and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No agreement in any way modifying these terms and conditions will be binding upon the Donor or Recipient unless made in writing and signed by a duly authorized representative of each of Donor and Recipient. This Agreement shall be governed by and construed in accordance with applicable state law and applicable federal law (including without limitation the Bill Emerson Good Samaritan Food Donation Act). Recipient shall not use Donor’s name or any trademark or reference related to such in connection with the donation, use or disposal of the Food Goods and/or Material Goods, without express approval.

9. **DATA SUBMISSION.** Recipient shall provide daily or wrap reports including, at minimum, the quantity donated in terms of weight, so that the Recipient can track the amount of Food Goods and/or Material Goods donated. Recipient will also agree to complete any forms given to the Recipient by the Donor.

IN WITNESS WHEREOF, the undersigned have each read the foregoing agreement and agrees with it.

DONOR: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Production: ­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organization: ­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_