

ATLANTA GLOW PERIOD+ PROGRAM DISTRIBUTION AGREEMENT

This Atlanta GLOW Period+ Program Distribution Agreement (the “Agreement”) is entered into as of [REDACTED] (the “Effective Date”), by and between Atlanta Growing Leadership of Women, Inc., a Georgia nonprofit corporation (“Atlanta GLOW”), and [REDACTED] (the “Distributor”). Atlanta GLOW and Distributor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

Recitals

WHEREAS, Atlanta GLOW receives and distributes free menstrual, hygiene and beauty Products (as hereinafter defined), and has exclusively developed and created additional menstrual and hygiene Kits (as hereinafter defined), and continues to distribute and develop products and Kits respectively that may be subject to this Agreement;

WHEREAS, Atlanta GLOW and Distributor wish to operate under the terms of this Agreement;

WHEREAS, Atlanta GLOW desires to grant Distributor, and Distributor desires to secure from Atlanta GLOW, a license to distribute Products and Kits and not any other product developed by Atlanta GLOW; and

WHEREAS, any such activities shall be performed upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms, provisions, covenants and conditions contained herein, the Parties agree as follows:

1. Defined Terms. As used in this Agreement:

- (a) **Products.** The term “Products” shall refer to the menstrual, hygiene and beauty products received by Atlanta GLOW by various manufacturers, vendors, groups and donors for community distribution to individuals in need.
- (b) **Kits.** The term “Kits” shall specifically refer to the Period+ program kits developed by Atlanta GLOW, including the “Period+ Standard Kit,” “Period+ Deluxe Kit,” and “Menstrual Hygiene Kit,” and each a “Kit.” The “Period+ Standard Kit” and “Period+ Deluxe Kit” contain mixed Menstrual Products (defined below).
- (c) **Distributor.** The term “Distributor” shall mean a distributor who has requested to and has been selected to receive and distribute Products and/or Kits on an ad hoc and/or monthly basis.
- (d) **Period+ Kit Request Form.** The term “Period+ Kit Request Form” shall mean the online request form titled “Atlanta GLOW Period+ Initiative: Become a Distribution Partner.”
- (e) **Menstrual Product.** The term “Menstrual Product” shall mean the FDA-regulated menstrual pads, tampons, pantyliners, menstrual cups or similar products or devices.
- (f) **Territory.** The term “Territory” shall mean the United States.

2. General Distribution Terms. The Distributor agrees to the following:

- (a) Distributor has completed the Period+ Kit Request Form or similar request for Products and/or Kits;

- (b) Distributor will complete an annual survey relating to the use and distribution of the Products and/or Kits, a form of which is attached hereto as Exhibit A;
 - (c) Distributor will submit to Atlanta GLOW at least one photograph and/or written testimonial regarding the impact of the Products and/or Kits received at least once annually;
 - (d) Atlanta GLOW will distribute Products and/or Kits to Distributor and Distributor will receive Products and/or Kits from Atlanta GLOW in accordance with the specifications in the Period+ Kit Request Form;
 - (e) The availability of Products and/or Kits is subject to inventory and general availability of program funding of Atlanta GLOW;
 - (f) Unless Distributor is a Monthly Distributor, Distributor is requesting and will receive a one-time pick up or shipment of Products and/or Kits and must complete a new Period+ Kit Request Form for any new request; and
 - (g) This Distribution Agreement shall govern all Product and/or Kit requests under any Period+ Kit Request Forms submitted by the Distributor from the Effective Date.
- 3. Distributor Restrictions in Altering, Repackaging, or Changing Contents of Kits.** The Distributor does not have the right or permission to, and agrees not to, make any changes to the contents or packaging of the Kits. These restrictions include, but are not limited to, disassembly, repackaging, recreation, or rebranding of the Kits. Any Kit being distributed must be in its full and original state, unaltered in any way.
- 4. Distributor Requirements in Distribution.** The Distributor shall, and agrees to, distribute the Products and Kits at no cost to menstruators in need.
- 5. Distributor Restrictions in Distribution.** For the avoidance of doubt, distribution of the Products and/or Kits shall be in accordance with the terms of this Agreement and the Distributor does not have the right or permission to, and agrees not to, distribute the Products and/or Kits in any of the following manners:
- (a) For sale at any cost;
 - (b) As part of an event giveaway or promotion; or
 - (c) As part of event gift bags or other product bundles.
- 6. Distributor Terms.** If the Distributor has requested to become and is accepted by Atlanta GLOW as a Distributor, then the Distributor agrees to the following:
- (a) Distributor authorizes Atlanta GLOW to fulfill the Distributor's request for the products on an ad hoc or monthly basis;
 - (b) Atlanta GLOW will prepare for pick up or ship the products in the same quantities as requested in the Period+ Kit Request Form, subject to inventory and program funding of Atlanta GLOW;
 - (c) Quantities of products and timing of pick up and/or shipment are not guaranteed and are subject to inventory and general availability of program funding of Atlanta GLOW; and
 - (d) Atlanta GLOW will notify the Distributor of inventory changes that will affect the Distributor's pick up or shipment, in advance of such pick up or shipment date.

7. Atlanta GLOW's Representations, Warranties and Covenants.

- (a) The execution of this Agreement by Atlanta GLOW has been duly authorized by Atlanta GLOW and constitutes the valid and binding obligation of Atlanta GLOW. The execution of this Agreement by Atlanta GLOW and the consummation of the agreements contemplated hereby do not conflict with or result in a default under or breach of: (1) any agreement, indenture, mortgage, contract or instrument to which Atlanta GLOW is bound or by which any of its properties or assets is subject; (2) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to Atlanta GLOW or to which any of its assets is bound; or (3) any law or regulation applicable to Atlanta GLOW or by which any of its assets is bound.

8. Distributor's Representations, Warranties and Covenants.

- (a) Distributor is a registered institution within the State of Georgia, including but not limited to: a Preschool – 12th grade educational institution; a postsecondary educational institution; a nonprofit organization; a faith-based, community, panhellenic or student-based volunteer group or organization; or a for profit organization desiring to serve menstruators in need.
- (b) The execution of this Agreement by Distributor has been duly authorized by Distributor and constitutes the valid and binding obligation of Distributor. The execution of this Agreement by Distributor and the consummation of the agreements contemplated hereby do not conflict with or result in a default under or breach of: (1) any agreement, indenture, mortgage, contract or instrument to which Distributor is bound or by which any of its properties or assets is subject; (2) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to Distributor or to which any of its assets is bound; or (3) any law or regulation applicable to Distributor or by which any of its assets is bound.

- 9. Indemnification.** Distributor shall indemnify, defend and hold Atlanta GLOW harmless against and from any and all claims made against Atlanta GLOW based upon, arising out of, or in any way related to, (1) the distribution of the Products and/or Kits by Distributor, (2) Distributor's conduct of its business, (3) Distributor's possession of property, (4) any negligent act, misfeasance or nonfeasance by Distributor or any of its agents, contractors, servants, employees or by person in connection with the distribution of the Products and/or Kits and (5) any and all fees, costs and expenses incurred by or on behalf of Atlanta GLOW in the investigation of or defense against any and all of the foregoing claims. However, upon Distributor's notice to Atlanta GLOW that Distributor has assumed the defense of any legal action or proceeding, Distributor shall not be liable to Atlanta GLOW for any legal or other expense subsequently incurred by Atlanta GLOW in connection with the defense thereof. Atlanta GLOW shall provide Distributor prompt written notice upon receipt of any such claim and Atlanta GLOW shall not settle any such claim without Distributor's prior knowledge and consent. Distributor shall fully cooperate with the Atlanta GLOW, its insurance company and its legal counsel in Atlanta GLOW's defense of such claim(s).

- 10. Warranty Disclaimer. ATLANTA GLOW IS NOT THE MANUFACTURER OF THE PRODUCTS AND MENSTRUAL PRODUCTS. ATLANTA GLOW DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE WHATSOEVER RELATING TO OR IN CONNECTION WITH THE PRODUCTS AND MENSTRUAL PRODUCTS.**

**THESE PRODUCTS AND MENSTRUAL PRODUCTS ARE PROVIDED “AS IS”.
ATLANTA GLOW SPECIFICALLY DISCLAIMS ANY WARRANTY OF
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 11. Limitation of Liabilities.** Distributor expressly agrees that the remedies provided herein are exclusive and that the maximum aggregate liability of Atlanta GLOW with respect to, in connection with, or arising out of the Products and/or Kits and distribution of the Products and/or Kits, whether based on contract, in tort (including negligence and strict liability), under warranty, or under any other legal or equitable theory, shall not exceed ten thousand United States Dollars (\$10,000).
- 12. Relationship between the Parties.** The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for any applicable payment of the salaries and incentives of its employees and personnel, including workers' compensation and all other employment benefits, as well as withholding of income taxes and social security.
- 13. No Assignment.** This Agreement and Distributor's rights and obligations hereunder shall not be transferred, assigned, encumbered, pledged or hypothecated in full or in part, either voluntarily or by operation of law or otherwise, without Atlanta GLOW's prior written consent. Any attempted transfer, assignment, encumbrance, pledge or hypothecation by Distributor without Atlanta GLOW's prior written consent shall be null and void and shall have the effect of immediately terminating this Agreement.
- 14. Term.** This Agreement and the license granted hereunder shall commence on the Effective Date and continue for so long as any obligations remain hereunder, subject to earlier termination as expressly provided in this Agreement.
- 15. Termination.** Either Party may terminate this Agreement by giving the other Party written notice of termination.
- 16. Events following Termination.** The following shall occur upon the expiration or termination by either Party of this Agreement:
- (a) All rights, licenses and privileges granted to Distributor under this Agreement shall immediately cease and terminate.
 - (b) Distributor shall discontinue the use of any Products and/or Kits that have not been distributed.
 - (c) Distributor shall return any unused Products and/or Kits to Atlanta GLOW via shipping or drop off to Atlanta GLOW at 109 Anderson Street SE, Suite 602, Marietta, Georgia 30060.
- 17. Notices.** All notices or other communications required under this Agreement shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be

notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Atlanta GLOW:

Atlanta Growing Leadership of Women
109 Anderson Street SE
Suite 602
Marietta, Georgia 30060
ashlie@atlantaglow.org
Attn: Ashlie James

Distributor:

Organization Full Legal Name:

Address:

City, State ZIP:

Email:

Attn:

- 18. Taxes.** Any and all taxes, excises, assessments, levies, imports, duties, costs, charges, and penalties, which may be assessed, levied, demanded, or imposed by any governmental agency in connection with this Agreement, shall be paid by the Party upon which they are imposed and shall be the sole obligation of such Party.
- 19. Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such state.
- 21. Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except the choice of law rules utilized in that state. Each of the Parties further agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such Party's respective address set forth in Section 17, or the resident agent of such Party as registered with the Secretary of State of such Party's state of organization, will be effective service of process for any action, suit, arbitration, audit, investigation, inquiry, or other proceeding by or before any court, any arbitrator or other national, federal, state, provincial, local or other government, court of competent jurisdiction, administrative agency or commission or other governmental or regulatory authority or instrumentality ("Action"). EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.
- 22. Please review this Section 22 carefully. By entering into this Agreement, which contains this arbitration provision, each of the Parties is waiving the right to a jury trial as to any**

claims such Party may later have against the other Party arising from or related to this Agreement. Apart from the exclusive forum of arbitration, however, the Parties shall be entitled to seek all relief and damages available to them under the laws upon which their claims may be based.

- 23. Entire Agreement; Modification; Waiver.** This Agreement, including any exhibits to this Agreement, is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties hereto, whether written, oral, electronic, or otherwise. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.
- 24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures delivered by portable document format or other electronic means shall act as originals for all purposes.

[Remainder of page intentionally left blank. Signatures appear on following page.]

In witness whereof, the Parties hereto have executed this Distribution Agreement on the date set forth above.

Atlanta Growing Leadership of Women, Inc.

Ashlie James

By _____

Name: Ashlie James

Title: Executive Director

Distributor Full Legal Name:

By _____

Name:

Title:

[Signature Page to Atlanta GLOW Period+ Program Distribution Agreement]

Exhibit A

Form of Atlanta GLOW Distributor Annual Survey



Atlanta GLOW Period+ Initiative: Distribution Partner Annual Survey

atlantaglow@gmail.com [Switch account](#)



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response.

* Required

Distribution Site Information



Type of Site *

Choose



Organization Name *

Your answer

Contact Person *

Your answer

Phone Number *

Your answer

Email Address *

Your answer

Product Donations

What type of product donations have you received from Atlanta GLOW within the past year? *

- ☐ Disposable Period Products
- ☐ Reusable Menstrual Cups
- ☐ Hygiene/Toiletry Products
- ☐ Hair and Beauty Products
- ☐ School Supplies
- ☐ Other:

Populations Served

Approximate # of Individuals Served by Product Donations in the Past Year *

Your answer

Method(s) of Product Distribution *

- ☐ School Nurses Office or Clinic
- ☐ Social Worker's Office
- ☐ Teacher or Educator's Classroom
- ☐ Campus or Community Food Pantry
- ☐ Homeless Street Outreach
- ☐ Community Outreach Event
- ☐ School Backpack Program
- ☐ School or Campus Bathrooms
- ☐ Public, Business or Office Restrooms
- ☐ Other:

Age Range(s) that you Served Who
Received Donations



- ☐ Under 12
- ☐ 13-17
- ☐ 18-24
- ☐ 25-39
- ☐ 40-59
- ☐ 60+
- ☐ We do not track client ages.

Types of Populations Served *

- ☐ K-12 Students
- ☐ College Students
- ☐ Domestic Violence Survivors
- ☐ Sexual Assault Survivors
- ☐ Homeless Populations
- ☐ Low-Income Individuals
- ☐ Healthcare Patients
- ☐ Church Congregants
- ☐ Postpartum or Parenting Moms
- ☐ Teen Moms
- ☐ Other:

Geographical Area Served Type *

- ☐ Urban
- ☐ Suburban
- ☐ Rural
- ☐ Mixed

Impact

Please share a client testimonial or story * that demonstrates the impact of the product donations received.

Your answer

Please upload at least one photo from your product distribution efforts (e.g., outreach event, volunteers/staff distributing products).

 [Add file](#)

Feedback

What feedback would you like to share with Atlanta GLOW regarding our Period+ Distribution Program? What do you like most about the partnership? Where would you like to see improvements? What features, products or services would you like for us to offer?

Your answer

Submit

Clear form

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