

UNITED ISRAEL APPEAL OF CANADA INC.

Contract 16-210

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Recipient: **Upper Galilee Regional Council**

Address _____

Dear Sirs/ Mesdames,

Re: **Cooking Equipment**

The United Israel Appeal of Canada, Inc. (hereinafter – UIA), has decided, at your request, after having received a commitment from a Donor to provide the required funds, to approve (participation in) the purchase of the equipment listed in Appendix "A" hereto (hereinafter – the Equipment) and its use by you for charitable purposes as its Agent. This approval and purchase are subject to the following terms and conditions:

1. You confirm that the total budget for the purchase of the Equipment is as set out in Appendix "A", and the share of the UIA in funding the said purchase will be equal to ___% of the total cost thereof (hereinafter – UIA's share), but not more than **CAD 40,000**. UIA will fund that budgeted amount in its entirety. You will carry out the purchase and arrange for delivery and installation of the Equipment at your Facility described in Appendix "A", and will pay all other costs thereof, including any budget overruns, at no additional cost whatsoever to UIA.
2. The UIA will **reimburse** you for UIA's share of the purchase price of the Equipment in accordance with Appendix "A" upon being provided with adequate proof that the purchase price has been paid and the Equipment received and installed.. The obligations of the UIA under this sub-section shall be subject to the UIA having actually received the moneys from the Donor to fund the reimbursement being requested. Upon receipt of the request for reimbursement, if the UIA has not yet received the moneys from the Donor, it will immediately notify the Donor of the request and will reimburse the Agent upon receipt of the funds.
3. You will use the Equipment at your facility for its entire useful life for the sole and exclusive charitable purpose of _____
You will make no change in the location of the Equipment or of the said use without the prior written consent of UIA.
4. The Equipment has been purchased in the name of UIA, which will retain title thereto for the entire useful life thereof. Equipment will always be adequately marked as belonging to UIA as specified by UIA, will not be sold, transferred or encumbered in any manner whatsoever without the prior written consent of UIA, and will be shown in your books and records as belonging to UIA.
5. You will ensure that the Equipment is properly maintained at your sole expense, in accordance with the manufacturer's specifications, will be solely responsible for any loss or damage to the Equipment, will at your expense insure it for its full replacement value, and will take all steps necessary to preserve all applicable warranties.
6. You will ensure that the Equipment is used in a proper and cautious manner, will be solely responsible for all matters connected with the use and operation of the Equipment. You will hold UIA harmless against any liability, cost or

expense incurred by UIA in connection with the use or operation of the Equipment and will indemnify it against any such cost, loss or expense. You will carry adequate insurance against such liability.

7. UIA shall have the right to inspect the Equipment at any reasonable time in order to ensure that the use thereof is in accordance with the above terms. In addition, UIA shall be entitled to appoint an auditor to examine your books and records to determine your compliance with this agreement.
8. In all publicity concerning the Equipment, you shall, if directed by UIA, specify that funding was provided by UIA. In addition, should UIA so require, you shall specify the name of the donor to UIA as a contributor to the Equipment in such manner as UIA may instruct.

Please confirm your agreement to the above by signing and returning the attached copy of this letter.

Sincerely yours,
The United Israel Appeal of Canada, Inc.

Per:

We, the undersigned _____, agree to the above terms and conditions.

Date: 2-2-17

Stamp and Signature Shimoni Kossi

מועצה אזורית
הגליל העליון

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