SOLES4SOULS, INC.
PARTNER/AGENCY AGREEMENT

THIS AGREEMENT entered into this _____day of _____200___, by and between Soles4Souls, Inc. (hereinafter referred to as "S4S") of 2900 Lebanon Road, Suite 210, Nashville, TN 37214, a 501(c)(3) corporation, and _____ (hereinafter referred to as "Donee") located at _____.

Term. This Agreement shall be effective as of the ___ day of _____, 200__ even if executed prior to or after such date and shall continue in effect until terminated by either party as provided herein.

Parties Relationship. S4S has offered to provide and supply new and gently used shoes, as available, to Donee in S4S's sole discretion. By accepting any donation from S4S, Donee hereby understands, warrants, represents, guarantees and covenants to abide by the following terms and conditions:

Primary Terms and Conditions.

1. Donee agrees that it will not distribute any shoes without first receiving approval in writing, which includes email, from S4S of the location in which the shoes will be distributed. (The purpose of this requirement is to avoid the distribution of shoes in countries with which the United States government prohibits or limits commercial contact.)

2. Donee agrees to provide S4S an update and status report every thirty days until the shoes are distributed. This update will include the current location of the shoes and the estimated date of arrival at the selected destination and the estimated date of distribution to the recipients.

3. Donee agrees to provide to S4S within thirty (30) days of the distribution of the shoes received from S4S, a brief summary of the exact location of where the shoes were distributed, a description of how the shoes made a difference in the lives of the recipients of the shoes, and photographs of the shoes being distributed.

4. Donee agrees that it will neither offer for sale, sell, transfer, nor barter the products supplied by S4S in exchange for money, other negotiable instruments, or other tangible or intangible goods or services. Donee agrees that no fees of any kind will be paid by the end recipient.

Additional Terms and Conditions.

1. Donee has been awarded the tax-exempt status of 501(c)(3) by the Internal Revenue Service and has filed its exempt status letter with S4S. Other evidence of exempt status may be submitted and accepted, in S4S's sole discretion.

2. S4S and the primary donor have specifically disclaimed any warranties or representations, express or implied, as to fitness for use of any or all such donated shoes.

3. All items are accepted by Donee on an "as is" Condition.

4. Donee will inspect all shoes received from S4S. Donee agrees to notify S4S promptly if any items are damaged or cannot be used safely.

5. Donee agrees to provide sufficient and safe storage space for donated items that will protect the integrity of the shoes until they can be distributed to those in need.

6. Donee agrees to secure and maintain all necessary licenses, certifications or approvals as required by federal, state, county or municipals laws and/or regulations.

7. Donee agrees to hold the directors, officers and employees of S4S and of the primary donor harmless from all actions in a court of law or equity, arising out of, or attributed to, any action by the Donee in connection with Donee's storage and/or use of the items supplied by S4S.

8. Donee agrees that it will use items received from S4S solely for projects within Donee's organization relating to its tax-exempt purpose. Donee agrees and warrants that any shoes received by Donee will be distributed by employees of the Donee or by others who are under the direct control and supervision of the Donee. Notwithstanding the preceding, there will sometimes be large volumes of shoes and occasionally one approved exempt organization would like to share with other agencies and/or exempt organizations in the local area. Sharing organizations shall each sign a Partner/Agency Agreement. Such sharing of shoes must be pre-approved by S4S.

9. Donee agrees to adhere to all donor conditions that are currently in effect, or may hereafter go into effect. All donor conditions shall be communicated to the Donee in writing. The donor is the original source of the commodity.

10. Donee agrees that it will not contact the donor which is the original source of the shoes with regard to the shoes that have been donated. Any communication by the Donee with the said donor shall be through S4S, which, will in turn, will provide such communication to the said donor.

11. Donee agrees that it records all donations and keeps records in accordance with generally accepted accounting principles. S4S shall have reasonable access to Donee's records as pertains to shoes received from S4S.

12. Donee agrees that all of S4S's offers of donations are subject to withdrawal or cancellation without prior notice.

13. Donee agrees that it will not contact any media sources concerning S4S regarding any of the shoes that it has received from S4S. In the event any of the shoes received from S4S are in a defective condition from any cause whatsoever, Donee agrees that it will contact S4S directly and will not contact any media sources.

14. Donee agrees that violation of the above and foregoing conditions will automatically terminate this Agreement. Further, S4S shall report such violations to the proper authorities and will pursue all criminal and civil penalties, sanctions and remedies to the full extent of the law.

15. Donee agrees to notify S4S in writing when there are significant changes in management, purpose or the operations of Donee.

16. Special Terms and Conditions (If any):

_____

_____

_____

Notice of Termination. As provided herein, either party may terminate this Agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination. All other rights and duties of the parties shall continue during the notice period.

Governing Law. This Agreement shall be governed by the Laws of the State of Tennessee. Any Actions brought under this Agreement shall be brought in Davidson County, Tennessee, or the appropriate federal court for that district of Tennessee.

Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

Modification. No modification, addition, termination, discharge, waiver or alteration of any provision of this Agreement shall be binding unless in writing and signed by persons authorized to sign agreements on behalf of S4S and Donee, respectively.

Legal Construction. If any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended, to delete or modify, as necessary, the invalid or unenforceable provision, or portion thereof, in order to render valid and enforceable all remaining provisions of the Agreement. Such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had never inserted in this Agreement.

General. All notices under this Agreement shall be in writing and shall be sufficiently given if served upon and received by the party, or if sent certified or registered mail, return receipt requested, postage pre-paid, and addressed to the party's address listed above.

Entire Agreement. This Agreement contains the entire Agreement between the parties hereto with respect to transactions contemplated hereby, and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof. If any action at law or equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

Donee Signature: _____

Title: _____

Print Name: _____

Soles4Souls, Inc.

By: _____

Title: _____