

DONATION AND RELEASE AGREEMENT

THIS DONATION AND RELEASE AGREEMENT is entered into as of the last date signed below, by and between IKEA US RETAIL LLC, a Limited Liability Company organized under the laws of the Commonwealth of Virginia, with an address at 420 Alan Wood Road, Conshohocken, PA 19428 (hereinafter “IKEA”), and New Haven Public Schools, a federally recognized not-for-profit organization, operating in the State of Connecticut with an address at 54 Meadow Street New Haven, CT 06519 (the “Releasing Party”).

WHEREAS, the Releasing Party, a not-for-profit that aims to provide resources to their students to support their future, has requested that IKEA, with a unit location at 450 Sargent Drive New Haven, CT 06511 (Unit No. 213 New Haven), make available to it, and IKEA has agreed to make available to the Releasing Party, the Donated Goods (as defined below);

WHEREAS, the Donated Goods were offered to Releasing Party outside the ordinary stream of commerce for charitable purposes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasing Party agrees:

1. Goods; Condition of Goods

Upon execution of this Release Agreement, IKEA will provide the Goods to the Releasing Party listed on Exhibit A hereto (the “Goods”) to the Releasing Party without costs as consideration for the execution of this Release Agreement. The Releasing Party acknowledges and agrees that it is taking the Goods on an “as is” basis, with no representations, express or implied, as to the merchantability, fitness for a particular purpose or otherwise regarding the condition of the Goods.

2. Goods; Responsibility for Proper Use

The Releasing Party acknowledges and agrees that it bears sole responsibility for the proper assembly, installation, and use of the Goods. To the extent the assembly instructions for the Goods require wall-anchoring of the Goods for safe use, the Releasing Party acknowledges and agrees that it will anchor the Goods according to the assembly instructions. The Releasing Party acknowledges that failure to comply with assembly instructions requiring wall-anchoring may result in serious injury or death.

3. Not for Resale

Not for Resale. The Releasing Party acknowledges and agrees that the Goods donated by IKEA pursuant to this Agreement shall be donated to the Releasing Party solely for the Releasing Party to use in a charitable function and not for resale, and the Releasing Party shall not authorize or allow any sale, resale, auction, or trade or any other prescribed behavior that could be classified as resale, as that term would be applicable to the sale of the Goods. IKEA shall have no responsibility or liability for the resale or transfer of any of the Goods by the Releasing Party, and the Releasing Party shall indemnify and hold IKEA and its officers, directors, employees and agents harmless from any liability resulting from the Releasing Party’s sale, resale, auction or trade of any Good donated to the Releasing Party by IKEA.

4. Release by the Releasing Party

For and in consideration of IKEA making the Goods available to the Releasing Party without charge, the Releasing Party and his, her or its successors, assigns, heirs and beneficiaries hereby fully and finally release, acquit and forever discharge IKEA and each of its present, former and future officers, directors, shareholders, representatives, employees, partners (including program partners and their affiliates), principals, agents affiliates, subsidiaries, predecessors, successors, assigns, beneficiaries, heirs, executors, insurers and attorneys (collectively, the "Released Parties") from any and all actions, debts, claims, counterclaims, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, past, present, or future, in law or in equity, whether known or unknown, which the Releasing Party had, has, or may have had to the date of this Agreement against the Released Parties, or any of them, including but not limited to, any claims, which relate to or arise out of the use or disposition of the Goods by the Releasing Party.

The Releasing Party hereby represents to the Released Parties that (i) it has not assigned any claim or possible claim against any Released Party, (ii) it fully intends to release, and by executing this Release Agreement, it is releasing all claims against the Released Parties including, without limitation, unknown and contingent claims, and (iii) it has been advised by and has had the opportunity to consult with counsel with respect to the execution and delivery of this Release Agreement and the consequences hereof.

Additionally, and only to the extent applicable and to the extent any such WARNINGS were not previously separated from any individually packaged Goods, the Releasing Party agrees and understands that it shall not discard or separate any included packaging and or related instructions provided with the Goods, including but not limited to any WARNINGS.

5. Covenant Not to Sue

The Releasing Party and its successors, assigns, heirs and beneficiaries further agree not to institute any litigation, lawsuit, claim or action against any Released Party which arises from, or is alleged to arise from, or relates to, or is based on, or is any way connected with, in whole or in part, the Releasing Party's use or disposition of the Goods.

6. Indemnification

The Releasing Party hereby agrees to defend and indemnify IKEA and its respective partners, shareholders, directors, employees and agents ("IKEA Indemnified Parties") and hold them harmless from all fines, suits, proceedings, losses, claims, demands or actions of any nature or kind whatsoever ("Claims"), directly or indirectly associated or connected with the Goods donated hereunder and against any and all damages, costs, expenses and fees (including without limitation reasonable attorney's fees) incurred by or on behalf of any of the foregoing in the investigation or defense of any and all such claims.

Releasing Party further agrees to hold IKEA harmless from and against any and all claims and legal proceedings made by third parties that in any manner allege that IKEA is the employer or joint employer of any employee or former employee, director, officer, agent or an affiliate of Releasing Party or its representatives.

IKEA shall notify the Releasing Party in writing of any claims for indemnification pursuant hereto. The Releasing Party shall, in writing, within thirty (30) days after such notice, accept, or reject such obligation of indemnification. In the event that any claims for indemnification or other disputes

hereunder cannot be resolved pursuant to the procedures of this Section, such dispute shall be submitted for resolution to the state or federal courts located in the city and state where the IKEA is located.

7. Acknowledgment

The Releasing Party hereby represents and warrants that it has had adequate opportunity to review this Release Agreement and has adequate information regarding the terms of this Release Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Release Agreement to make an informed and knowledgeable decision with regard to entering into this Release Agreement, and that it has independently and without reliance upon the Released Parties made its own and analysis and decision to enter into this Release Agreement. THE RELEASING PARTY HEREBY ACKNOWLEDGES AND AFFIRMS THAT THE RELEASED PARTIES, AND EACH OF THEM, DO NOT HAVE ANY OWNERSHIP INTEREST IN, AND HAVE NOT MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE GOODS, AND HAVE NOT MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, THE GOODS AND HAVE NO DUTY OR OBLIGATION TO THE RELEASING PARTY, WHETHER EXPRESS OR IMPLIED, OF ANY KIND OF CHARACTER. THE RELEASING PARTY HEREBY ACKNOWLEDGES THAT IKEA HAS DISCLAIMED ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS.

8. Interpretation

This Agreement shall not be construed against the drafter hereof.

9. Sufficiency of Consideration

The parties acknowledge that the making available of the Goods by IKEA provides good and sufficient consideration for every promise, duty, release and obligation of the Releasing Party contained in this Agreement.

10. Multiple Counterparts

This Release Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement.

11. Entire Agreement

This Release Agreement contains all of the representations and warranties, express and implied, oral and written, between the parties hereto, and the entire understanding and agreement between and among the parties with respect to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party with respect to the subject matter of this Release Agreement. All prior and contemporaneous conversations, negotiations, proposed agreements and agreements, or representations, covenants and warranties with respect to the subject matter hereof are merged herein, waived, superseded and replaced in totally by this Release Agreement. This is an integrated agreement and it may not be altered and modified except by a writing signed by both parties in interest at the time of the authorization and modification.

12. Governing Law

This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the law of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused this Donation and Release Agreement to be executed as of the last date signed below.

New Haven Public Schools


By: _____

Name: _____

Title: _____

Date: _____

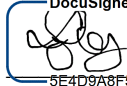
IKEA US RETAIL LLC

By:  _____
DocuSigned by:
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Name: Scott Mullery

Title: Market Manager

Date: 10/13/2024

By:  _____
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Name: Linda Scantling

Title: Market Area Manager

Date: 10/11/2024

Exhibit A – Goods to be Donated

Article #	Name	Qty	Retail	Total
702.558.99	SORTERA recycling bin w lid 16 gal	165	\$19.00	\$3298.35
602.954.38	FNISS trash can, black, 3 gallon	75	\$1.99	\$149.25
Total Amount (USD):				\$3447.60