

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Goodr Inc. (“Goodr”) with an address of 384 Northwards Blvd. Building 100 Atlanta, GA 30313 and Dekalb County Schools (the “Store Partner”) with an address of \_\_\_\_\_ to build a free in-school grocery store (“Goodr Grocery Store”) sponsored by \_\_\_\_\_ (the “Sponsor”). This MOU will outline the goals and understandings of the Goodr Grocery Store and the partnership between Goodr, Inc. and the Store Partner.

### **Background**

Since 2017 Goodr has been focused on ending hunger and reducing food waste in communities across the United States. After years of producing free Pop-Up Grocery Markets to address fresh food access in food deserts across the country, Goodr opened its first free-standing grocery store in September 2021. Now, Goodr has joined forces with the Sponsor to bring a Goodr Grocery Store to the Store Partner.

### **Purpose**

Goodr will handle the planning, building, initial stocking, and providing of resources defined in the agreement between sponsor and Goodr for the store throughout the year. The Sponsor will make a consistent impact in the community by sponsoring the Goodr Grocery Store in the Store Partner’s location. Families will be able to conveniently receive groceries, beverages, and more, at no cost.

### **Store Champion**

The Store Partner will be responsible for providing a Store Champion to support the store, supervise visits, provide updates on inventory as needed, and communicate to Goodr. We recommend inventory updates be provided on a weekly basis. The Store Champion will also be the main point of contact for activities outside of managing visits are needed. Examples of additional activities include receiving grocery deliveries, stocking shelves, and repair and maintenance coordination as needed.

### **Registration**

Goodr will create an online registration portal that families will use to sign-up prior to visiting the store. The store will be available for registration during hours set by the Store Partner and Store Champion. Once the recipient registers, the Store Champion will receive an email alert including the date and time of the recipient’s visit. The Store Champion will ensure that the recipient has access to the store during their visit.

### **Space Requirements**

Goodr recommends the space provided for the Goodr Grocery Store to be between 200 and 300 square feet in size with lighting, walls, floors, access to three-prong electricity sockets, and other standard features of a space ready to be set up for a Goodr Grocery Store.

**Setup of the Space**

The Goodr Grocery Stores are given customized branding/logo design and are outfitted with shelving, refrigeration, overflow storage options, and closed storage options, if required. Cosmetic enhancements occur after a full assessment of existing conditions, which can include wall paint, logo graphics, flooring, or wayfinding and directional signage.

**Funding**

The First Year of the Goodr Grocery Store is to be funded in its entirety by The Sponsor. While we cannot guarantee continued funding, with success of impact, we are hopeful The Sponsor will continue to fund the Goodr Grocery Store after the first year. The funding is for both the initial setup and providing groceries. Post the initial year, if The Sponsor does not continue to fund the store, Goodr will provide the school with information needed to continue to fund the store moving forward and will assist with any attempts to find alternative sponsors.

**Indemnification.**

Goodr and the Store Partner shall indemnify and hold each other harmless, including its subsidiaries and affiliates and each of their respective officers, employees, members, directors, managers, shareholders, agents, representatives and affiliates, from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, reasonable attorneys 'fees and other litigation expenses arising from either Goodr of the Store Partner's acts, omissions or breach of this Agreement except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder.

**Term**

This MOU may be modified in writing by mutual consent of authorized officials from the Store Partner and Goodr, Inc. This MOU shall become effective upon the date of signature by the authorized officials from Goodr, Inc. and The Store Partner and will remain in effect for one year after the Goodr Grocery Store is opened, unless modified or terminated via mutual consent of the authorized officials. This MOU shall automatically renew at the anniversary of the effective date each year, unless terminated.

**Contact Information**

Goodr Point of Contact:

Goodr, Inc.  
Jasmine Crowe  
CEO  
Jasmine@goodr.co

Store Partner Point of Contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Signatures on Next Page]**

IN WITNESS WHEREOF, Goodr and the Store Partner have executed this Memorandum of Understanding by their duly authorized representatives as of the Effective Date first written above.

**THE GOODR FOUNDATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Store Partner:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_