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**TERMS AND CONDITIONS
FOR BIDDING
HOMEAID INLAND EMPIRE
2008 ANNUAL PROJECT PLAYHOUSE**

BACKGROUND

HomeAid Inland Empire, a California non-profit corporation (“HomeAid”), is sponsoring a fund-raiser more commonly known as the “2008 Annual Project Playhouse” (the “Event”). In connection with the Event, HomeAid intends to auction off six (6) playhouses (each a “Playhouse” and collectively, the “Playhouses”), the proceeds of which will be donated to HomeAid Inland Empire. Each bidder (each a “Bidder” and collectively, the “Bidders”) will have the right to bid on the Playhouses subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

Each Bidder shall have the right to bid on the Playhouses at the Event subject to the following terms and conditions:

1. Each Bidder shall have executed the Bidder Agreement prepared by HomeAid and submitted to such Bidder concurrently herewith.
2. Each Bidder acknowledges that any auctioneer at the Event shall have the right to increase the bid increments at his or her discretion. In the event that a conflict arises between bidders for the same Playhouse, each Bidder acknowledges that the auctioneer may recommence the bidding or select one of the Bidders as the successful bidder.
3. In the event that any Bidder is the successful bidder with respect to any of the Playhouses, such Bidder shall, upon receiving notice from the auctioneer that the Bidder is the successful bidder, promptly: (a) execute the bid verification form, prepared and submitted by HomeAid; (b) pay to HomeAid, by credit card, cashier’s check, certified check or personal check \$100 to formalize this transaction and (c) execute a letter agreement.
4. Each Bidder acknowledges that if they are the successful bidder with respect to any of the Playhouses: (a) such Bidder shall be irrevocably committed to purchase such Playhouse; and (b) in no event shall such Bidder have the right to cancel the purchase of such Playhouse, receive a refund of the purchase price, or exchange such Playhouse for another Playhouse (i.e., all sales are final).

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5. Each Bidder acknowledges and agrees that it has been given a full opportunity to examine, inspect and conduct its own investigation and inquiry of each of the Playhouses for their particular use and that there are certain risks (the "Risks") associated with the use and occupancy of the Playhouses, which may cause physical harm or bodily injury including, but not limited to, risks associated with the use of fiber optic or other lighting, electricity, alarm components, plumbing, rope and other ladders, stairs, decks with low level railings and electrical appliances. Based upon the foregoing, each Bidder hereby agrees as follows: Each Bidder is aware of the "Risks" that exist in connection with the use and occupancy of the Playhouses and acknowledges that such Bidder is voluntarily exposing himself or herself, and any minor children who may use or occupy the Playhouse, to such "Risks" with the knowledge of the danger involved, and the Bidder hereby agrees to accept and assume any and all "Risks" to the Bidder or such minor children.

6. Each Bidder acknowledges and agrees that HomeAid specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future of, as to or concerning: (a) the nature and condition of each Playhouse, and the suitability thereof for any and all activities and uses which such Bidder may elect to conduct thereon; or (b) the compliance of the Playhouse with any laws, ordinances or regulations of any government or other body. The sale of each Playhouse as provided for herein is made on an "AS IS" basis, and each Bidder expressly acknowledges that HomeAid makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Playhouses.

7. Each Bidder acknowledges that each Playhouse may be subject to damage resulting from its display at Victoria Gardens or its delivery to such Bidder's residence.

8. If any Bidder is a successful bidder with respect to any of the Playhouses, such Bidder shall coordinate with HomeAid to arrange for delivery of the Playhouse as stated in the Planning Calendar for 2008 Project Playhouse Delivery.

9. The successful Bidder shall take delivery of the Playhouse by no later than November 1, 2008.

10. Subject to Paragraph 8 above, HomeAid shall, at its sole cost and expense, deliver the Playhouse to the curb of the successful Bidder's residence, provided, that such Bidder's residence is within 100 miles of Victoria Gardens. If the Bidder's residence is located outside of this 100 mile radius, or if the Bidder desires to have the Playhouse installed in the successful Bidder's backyard or at any other location, it shall be the responsibility of the successful Bidder, and not the responsibility of HomeAid, to arrange, obtain and bear the cost of the delivery and installation of the Playhouse. Each Bidder acknowledges that the cost of the installation of the Playhouses ranges from approximately \$500 to \$4,000, but such cost may be greater depending on the location and other circumstances. The successful Bidder shall be solely responsible for

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ascertaining and complying with any and all covenants, conditions or restrictions affecting such Bidder's residence or the location where the Playhouse will be installed, as well as with any other state or local governmental permitting or other requirements concerning the installation, use or occupancy of the Playhouse.

11. If in the judgment of HomeAid, minor damage occurs to the Playhouse during delivery HomeAid will repair such damage at no costs to the new Playhouse owner. If in the judgment of HomeAid, major damage occurs to the Playhouse HomeAid reserves the right to return 100% of the purchase price in lieu of repair or rebuilding the Playhouse

12. If any Bidder is a successful bidder with respect to any of the Playhouses, HomeAid shall provide, upon payment in full for such Playhouse by such Bidder, such Bidder with a receipt for the amount paid for such Playhouse.

13. In accordance with the Internal Revenue Code, HomeAid has provided a good faith estimate of the value of each Playhouse set forth in Exhibit C attached hereto. Please note that the amount of the contribution that is deductible for Federal Income Tax purposes is limited to the portion of the bid that exceeds the estimated value of the Playhouse. Each Bidder acknowledges, however, that HomeAid shall be under no obligation to provide the Bidder with an estimate of the actual material value of the Playhouse and that any tax considerations shall be the sole responsibility of the Bidder. In addition, the successful bidder shall consult its tax advisors regarding any and all tax considerations relating to the purchase of the above-referenced Playhouse.

13. The successful bidder will legally take possession of their playhouse immediately after the auction on September 27, 2008. All liability related to the packing, moving, delivery, or storage of the playhouse will be the responsibility of the new playhouse owner.