



Care and Share Food Bank Agency Agreement 2015

The Care and Share Food Bank agrees to supply food and other product, as available, to

_____, (Agency Name)

providing the Agency represents and agrees to the following:

- Agency is a non-profit, or sponsored by a non-profit, or a church, exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code of 1984, as amended.
 - Must be incorporated for the purpose of serving the ill, needy, or infants.
 - Agency will be licensed by the state, county and/or city according to the service it provides.
 - **Agency will comply with IRS 170(e)(3) as contained in Appendix I.**
 - Agency will utilize product only as related to its tax-exempt purpose and solely for feeding the ill, needy, seniors, children or infants.
 - Agency agrees to keep on-site records for a minimum of 3 years which accurately reflect:
 - The total amount of product received through Care and Share Food Bank programs, including store donation programs.
 - Number of participants served. E.g. Care and Share Food Bank sign-in sheets.
 - The method for determining that at least 50% of the recipients of the product are ill, needy or infant.
 - Agency will not sell or offer said food and/or other items for sale directly or indirectly; or otherwise transfer Care and Share Food Bank product to another site, other than designated program site. Agency will not take Care and Share product out of Care and Share Food Bank service area for programs they may have within their 501(c)(3) status. **The Agency agrees that violation of this rule will be grounds for immediate termination.**
 - Agency agrees to be fiscally responsible for requested shared maintenance contributions and other service fees assessed on all products provided within thirty (30) days of the invoice date.
 - Agency agrees to be monitored by a Care and Share Food Bank Representative a minimum of bi-annually; and Agency agrees to provide statistical data and other information during monitor visits, or upon request.
 - Agency will ensure at least one volunteer/staff has completed an approved safe food handlers course.
 - An agency is considered active if they meet the following criteria:
 - a. Must meet all terms and conditions of this document.
 - b. Must receive or purchase product from Care and Share Food Bank at least every 6 monthsIf an agency fails to meet the criteria above, they will be inactivated, but may reapply for membership at a later date.
 - Agency agrees to provide thirty (30) days written notice of intention to terminate Food Bank participation.
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- Agency will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran. **Violation of this rule will be grounds for immediate termination.**

- Agency that acts as an emergency food pantry or feeding site must provide food to the general public and cannot require clients to pray or attend church service in exchange for food. Exemptions are available for pantries serving specific identified clients groups.
- Agency may not request donations. Agency may have a donation box provided it is located away from the client sign in or distribution area so that donations remain anonymous, and may not suggest a donation amount.
- Agency agrees that the donated food will be inspected by its authorized representatives upon delivery and found fit for human consumption. Agency agrees to be responsible for acquiring, transporting, storing and handling all products supplied by Care and Share Food Bank in a safe and secure manner, and in accordance with all laws and ordinances. Care and Share Food Bank will not be held responsible for damages that may results from improper transporting of product.
- Agency agrees to notify Care and Share Food Bank immediately of any discrepancies, including missing or damaged product, or upon receipt of complaint or claim of liability from clients regarding product.
- Agency agrees to immediately destroy or discard product upon notice that such product may not be fit for human consumption.
- Agency agrees to pay a \$50 restocking fee if an order is not picked up within three (3) business days after scheduled pickup.

- Agency acknowledges that it accepts all food from Care and Share Food Bank “As is.” Care and Share Food Bank and the original donor, expressly disclaims any implied warranties of merchantability or fitness for a particular use. There are no express warranties in relation to this gift of food. No person is authorized to give warranties on behalf of Care and Share Food Bank or to assume any liability for Care and Share Food Bank.
- Agency hereby agrees to assume all responsibility for product liability related to any act or failure to act by the Agency, associated with storage, preparation, distribution or service of the product after the Agency assumes possession.
- Agency affirms that the original donor, Care and Share Food Bank, and Feeding America:
 - a. Are released by the Agency from any liabilities resulting from the donated goods. Agency also releases Care and Share Food Bank from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of Care and Share Food Bank.
 - b. Are held harmless from any claims, losses causes of action, lawsuits, or obligations in regard to the Agency or the donated goods.
 - c. Offer no express warranties in relation to the gift of goods.
- Agency must be willing to adhere to additional donor stipulations if required.

Agency acknowledges that Care and Share Food Bank reserves the right to terminate membership at any time, for any reason.

Agency Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Dated this _____ day of _____, of _____ (Day) (Month) (Year)
Signed: _____
Position: _____