



MOBILE FOOD PANTRY AGREEMENT

Name of Sponsoring Agency or Host: _____

Name of Location for Distribution: _____

Distribution Location Address: _____

Agreement between Care and Share Food Bank (hereinafter CSFB) and the agency named above regarding the operation of a Mobile Food Pantry at the location named above.

General Overview of Program

How does a Mobile Food Pantry work? CSFB's truck arrives about 30 minutes prior to the distribution loaded with between four and six products with an emphasis on fresh produce. It may also contain snack foods, beverages, or bakery items. The truck will park and the driver will offload pallets of product in a designated area. **Volunteers or site staff will not be allowed on or in the driver's truck at any time.** Once all pallets have been unloaded, the driver will depart the site allowing for the agency to finish setting up for distribution. Product can either be distributed directly from the pallets or portions of the product can be set out on folding tables. Any pallets or boxes needing to be returned to CSFB will be picked up with the next Mobile Food Pantry drop. A line of neighbors in need will form. Each participant will walk past the pallets or tables and receive the food. Product can either be pre-bagged (this makes the line move faster) or neighbors can choose a pre-determined amount of product as they move through the line. Volunteers/staff are stationed behind the pallets or tables to restock items as needed and to make people aware of any products that have limits. There should **NOT** be any remaining product at the end of the distribution. Once everyone has gone through line, participants may go back through line a second time. CSFB wants to ensure that product does not go to waste and the neighbors in need receive equitable amounts of food. As a result, based on participation numbers, CSFB may adjust the amount of product being sent to a site.

Care and Share Food Bank's Responsibilities:

- Provide an amount of product that will allow each participant to get an equitable share.
- Provide electronic sign-in sheets for volunteers and individuals and families for the site to print.
- Remove all pallets, totes, and cardboard from the prior month's distribution.
- Provide foodbank staff to help with the first distribution if necessary.

Responsibilities of Sponsoring Organization:

- Identify a site coordinator who will oversee distribution, supervise volunteers, and serve as CSFB primary contact.
- Provide volunteers to assist with unloading, set-up, and food distribution.
- Promote distributions by distributing fliers in the local community.
- Complete sign-in sheets during distributions and email/fax to CSFB within 3 days of distribution.
- Provide folding tables, plastic bags, disposable gloves, and sign-in sheets for distribution.
- Ensure proper food distribution which includes:
 - Ensuring that neighbors in need do not use boxes or bags that show signs of contamination.
 - Ensuring that volunteers wash hands thoroughly before handling food and wear disposable gloves if handling produce.
 - Collect any damaged or compromised product and properly dispose of it.
- Provide the safe and proper handling of food, which conforms to all local, state and federal regulations.
- Willingness to abide by the policies, procedures, and record keeping requirements of CSFB.
- Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran. Site coordinators can refuse service posing a health hazard, have been verbally or physically abusive, or have threatened the safety of the volunteers or participants.

Use of Food Provided by Care and Share Food Bank

- Food will be distributed free of charge.
- Food will not be transferred for money, property, or services.

- Food will be distributed on a first-come, first-serve basis.
- The site coordinator will ensure the invoice is checked and signed off on before the driver leaves and before distribution. If the invoice and the product do not match, the site coordinator must contact CSFB prior to distributing the food to neighbors in need.
- To adhere with donor expectations, communal prayer is not allowed. Voluntary private prayer with volunteers prior to distribution is permitted.
- If there is extra food, neighbors in need can go through line a second time, but only after everyone has had at least one chance to go through. Neighbors in need should not be going through the line more than 2 times. **All food should be distributed until it is gone.**
- **Volunteers in need will receive the same product and volume of product received by neighbors in need.** Volunteers in need will be allowed to receive additional product at the end of distribution if product is available as will any other neighbors expressing a need. A set number of volunteer bags will be made and set aside for volunteers and made available after the distribution, or volunteers may merge into the line during the regular distribution at the discretion of the coordinator.
- Homebound neighbors in need – A person who cannot attend regularly due to disability or age is considered homebound. Individuals (proxies) picking up for a homebound-neighbors must provide: A signed letter from the homebound person authorizing the pick-up of food for him/her.

Cancellation Policy

- CSFB will contact the primary coordinator of a cancellation with as much notice as possible.
- CSFB may cancel a mobile distribution if CSFB is closed due to bad weather or other circumstances.
- Site coordinators may cancel a distribution if weather conditions endanger the safety of attendees.
- If a coordinator decides to cancel the distribution, the coordinator must call CSFB before 7:30 a.m. on the day of the distribution. When possible, give 24 hours notice. The coordinator must notify attendees and volunteers of cancellations by—at a minimum—posting signage at the site.
- **Cancelled distributions cannot be re-scheduled for a later date.**

Product Liability:

This Mobile Food Pantry program is operated under the 501(c)(3) exemption of CSFB and is in collaboration with the undersigned agents.

The undersigned authorized agents of the program named above hereby warrant that the agency will receive surplus foods from CSFB. Said agent further warrants the following:

- The above-described food will be inspected upon receipt and found to be fit for human consumption.
- The surplus food is accepted “as is”.
- CSFB and the original donor expressly disclaim any implied warranties of the marketability for a particular use of the food.
- There have been no express warranties in relation to this gift of food.
- Agency affirms that the original Donor, CSFB, and Feeding America:
 - Are released by the agency from any liabilities resulting from the donated product. Agency also releases CSFB from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of CSFB.
 - Are held harmless from any claims, losses, causes of action, lawsuits, or obligations to the agency or the donated product.
 - Offer no express warranties in relation to the product. No person is authorized to give warranties on behalf of CSFB or to assume any liability for CSFB.

Conditions and Stipulations:

- Both parties enter into this agreement voluntarily.
- Either party may terminate the agreement by simply notifying the other party in writing 30 days prior to distribution.
- CSFB reserves the right to limit the types and quantities of food used for distribution at the mobile food pantry site.
- CSFB reserves the right to make site visits to any distribution site to assure compliance with this agreement and to terminate the agreement without notice if the program is found to be out of compliance.

Sponsoring Agency Director’s Name: _____

(Director’s Printed Name)

Date: _____

(Sponsoring Agency Director’s Signature)

Care and Share Food Bank for Southern Colorado:

Date: _____