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## CENTRAL CALIFORNIA FOOD BANK AGENCY AGREEMENT RELEASE FORM FOR MEMBERSHIP

Whereas Central California Food Bank has agreed to provide food product and other related items to the undersigned organization, referred to as "Agency." The Agency will comply with the following criteria for participating with Central California Food Bank.

**Therefore the Agency warrants and represents the following:**

1. Agency has received I.R.S. approval of its status as a not-for-profit, tax-exempt organization under I.R.S. code 501(c)3 or meets the IRS 10 of the 14 criteria for a church or religious organization. The Agency also meets IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3).
2. Agency will use all food products only to feed the needy, ill and infant in accordance with its tax-exempt purpose.
3. Agency will not offer any items it receives from Central California Food Bank for sale or barter in exchange for money, services or property. Agency will adhere to any additional donor stipulations.
4. Agency assumes sole responsibility for the training of its employees and/or volunteers to evaluate, handle and/or prepare food product acquired from Central California Food Bank.
5. Agency will distribute or serve food as described in its original application and will notify Central California Food Bank of any significant changes.
6. Agency will distribute or serve food product to eligible clients as soon as possible, to ensure maximum palatability and freshness. This includes the safe and proper handling of donated goods conforming to all local, state and Federal regulations.
7. Agency must notify Central California Food Bank in writing if/when this program changes location, director, contact, shoppers and type or size of food program.
8. Agency accepts all food product and non-perishable items in an "as is" condition and accepts sole responsibility for the safety and fitness of all items accepted from Central California Food Bank.
9. Agency understands that neither Central California Food Bank nor the primary donor make any warranties or representation as to the purity, quality or fitness for consumption of any and all items accepted by the Agency.
10. Agency hereby warrants that it will hold Central California Food Bank, its employees/volunteers, board of directors, Feeding America and primary donors, harmless from any and all claims, lawsuits and damages involving liability arising out of or in connection with, the acceptance and/or distribution of all items acquired from Central California Food Bank.
11. **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.**

12. Agency cannot require participation in a religious/spiritual program in exchange for Central California Food Bank provided goods.

13. Agency must keep all product invoices on site for three years and have them available to Central California Food Bank representatives.

14. Agency must agree to time and visitation from Central California Food Bank representatives whether scheduled or impromptu.

15. Agency must utilize the Apricot™ Client Intake system to submit any and all required monthly statistical reports by the fifth of every month. This includes entering client intake information using the approved client intake forms.

16. Agency agrees to have at least one representative present at all mandatory agency meetings.

17. Agency agrees that shared maintenance fees of \$.00 - \$.19 per pound and the listed price for purchased product may be assessed and Agency hereby agrees to pay these fees per invoice within 30 days of the date received.

18. Agency agrees to pay the annual membership fee for the Agency and any programs that are sponsored by the participating Agency.

19. Agency agrees to be assessed a restocking fee if they cancel pick-up without proper notice to Central California Food Bank.

20. Agency agrees to provide Central California Food Bank a copy of its current Liability Insurance Policy.

21. Agency agrees to adhere to all policies, procedures and record keeping requirements of the Central California Food Bank.

22. Agencies must release the original donor, Central California Food Bank and Feeding America from any liabilities resulting from donated goods; are held harmless from any claims or obligations in regard to the agency or the donated goods; and offer no express warranties in relation to the gift of goods.

23. Open Pantry Agencies must be open for operation or hold a distribution for a minimum of 2 hours per month.

**AGENCY ACCEPTANCE:** Agency representatives have read and understand this Agreement and agree to follow its terms.

\_\_\_\_\_  
Print Name of Agency

**Authorized Agent:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Central California Food Bank reserves the right to refuse membership to any agency.