

AGENCY AGREEMENT & RELEASE

BETWEEN A RECIPIENT AGENCY AND THE
COMMUNITY FOOD BANK OF CENTRAL ALABAMA



WHEREAS, the Community Food Bank of Central Alabama (“CFBCA”) has offered to provide and supply certain foods, foodstuffs and related items, as available, to _____, a 501(c)3 charity, hereinafter “Agency”, and WHEREAS, Agency has warranted to the CFB that all items received will be duly inspected by a qualified member of their staff and found fit for human consumption, or they will not be accepted.

THEREFORE, Agency hereby warrants, represents and guarantees as follows:

1. That it has been awarded status of a 501(c) 3 charity by the Internal Revenue Service and that proof of same has been provided to the CFB and will promptly advise the CFB of any changes in its 501(c)(3) status.
2. That all items accepted are accepted in “as is” condition.
3. That Feeding America, the CFB, and the primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all such donated items.
4. That Agency will serve/distribute donated items as soon as possible, to provide maximum palatability and freshness.
5. That Agency will utilize employees or volunteers having sufficient training, experience and expertise in the evaluation, handling, preparation and feeding of donated items to safely and properly judge, handle and prepare them.
6. That Agency, because of the qualifications of its personnel, as above specified, hereby accepts full responsibility for the purity and fitness for human consumption of any and all items accepted.
7. That Agency hereby warrants and guarantees to Feeding America, the CFB, and to the primary donor that it will hold them harmless from any and all liabilities, claims, loses, causes of actions, suits of law or inequity, or any obligation whatsoever arising out of or attributed to any action by Agency in connection with its storage and/or use of the items supplied to it by the CFB.
8. That Agency will not sell, transfer, barter or offer for sale the items supplied by the food bank in exchange for money, property or services, or otherwise allow the items to reenter commercial channels. Recipients of food from the CFB are never to be charged for the food. (Please see Membership Guidelines).
9. That Agency will use the items only in a use related to its exempt purpose and solely to serve the ill, the needy or infants (minor children), with primary emphasis on service to the needy.
10. That Agency will serve food directly to its clients in the form of meals or distribute packaged food for emergency situations. Food may not be transferred, donated, passed on, or otherwise distributed to any other nonprofit or agency.
11. That Agency agrees to strictly adhere to any restriction placed on the use or distribution of products, such as restriction of food to use in meals prepared on the premises of the Agency organization.
12. That Agency will receive, store and hold all product at appropriate temperatures, as communicated to the Agency by the CFB. Agency will maintain adequate refrigeration, freezer and storage space to ensure compliance with these requirements.
13. That Agency will provide transportation to pick up food at the food bank and that food transported by Agency will be done in full compliance with any and all requirements set forth by the CFB and Feeding America, including, but not limited to: product transported in open air vehicle/trailer must be covered by secure covering; all perishable food must be kept at appropriate temperatures; passive or visibly active temperature retention system must be used to maintain proper temperatures and sample temperatures must be taken and documented at both the time of pickup and delivery.

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14. That Agency will maintain guidelines/licensure/inspections by the appropriate local State/City/County entities as a food service establishment according to the service it provides.
15. That Agency will allow food bank and/or USDA representatives to monitor the food program records, storage and practices, at any reasonable time.
16. That Agency will maintain required records on file for four years and timely submit to the CFB monthly reports of those served.
17. That Agency will support the operation of the CFB by payment of a suggested shared maintenance fee, sixteen cents per pound of food received as of the signing of this agreement. A summary record showing pounds received and shared maintenance fees due will be sent by CFB at the first of each month (payable upon receipt).
18. That Agency will place at least one order, for a minimum of 1,000 lbs., every six months to remain an active member.
19. That Agency will return all food on hand to the CFB in case of probation/suspension. (See Probation/Suspension Policy).
20. That liability insurance is current and in good standing.
21. That Agency will adhere to any additional donor stipulations.
22. That 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 expression and identity, unfavorable discharge from the military or status as a protected veteran.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of Agency, whose name appears below, and by his/her legal signature does hereby bind it to the terms, conditions and limitations of the Agreement and Release.

Legally Authorized Agent: _____ **Date:** _____
Signature

Print Name *Title*

Name of Recipient Agency: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email Address: _____