

Ozarks Food Harvest

Agency Membership and Release Agreement

The purpose of this agreement is to define the specific membership requirements of a 501(c)(3) non-profit Agency to receive and distribute donated products from Ozarks Food Harvest, an affiliate of Feeding America.

Ozarks Food Harvest agrees to provide both food and non-food grocery products, as available, to the Agency for use according to the following provisions:

1. The Agency is a non-profit organization exempt from federal tax under Section **501(c)(3)** of the Internal Revenue Code, as amended.
2. The Agency is **Incorporated** by the State of Missouri under Chapter 355 RSMo, and remains in good standing by filing the required annual report.
3. The Agency will use the products only as related to its tax-exempt purpose and solely for the feeding and/or care of the ill, needy, or infants and children, with primary beneficiaries of services being the needy. Products may not be used for fundraising activities, church dinners, or other similar events.
4. The Agency will not sell, trade, barter, or transfer the products supplied to it by the Food Bank in exchange for money, other property or services, or otherwise allow the items to re-enter the commercial marketplace. Products may not be transferred to other agencies or organizations.
5. The Agency will use the products solely for charitable purposes related to the agency's mission. Products shall not be given to, or used by, staff or volunteers for personal use. Staff or volunteers must meet same eligibility requirements of other clients to receive products.
6. The Agency will provide and post written guidelines to determine client eligibility for service. Client personal information and participation in agency services must be kept confidential.
7. The Agency shall not refuse services to any client or another agency based on race, color, creed, national origin, gender, sexual orientation, age, disability, religious or political affiliations.
8. The Agency acknowledges that its receipt of products is a donation and not the result of any sales transactions; as such, the Agency acknowledges that no express warranties have been given and no implied warranties apply to the nature and condition of the products.
9. All products are accepted in "as is" condition.
10. The Agency releases the original donor, the Food Bank, and Feeding America from any liabilities resulting from the donated products.
11. The Agency agrees to hold harmless from any claims or obligations in regard to the agency or the donated goods, the original donor, the Food Bank, or Feeding America.

12. The Agency agrees to notify the Food Bank whenever it receives notice of any claim of liability with respect to food or any report of illness which may have been caused by food provided by the Food Bank.
13. The Agency will inspect the food as soon after receipt as is practicable and to determine whether the food is fit for human consumption. The Agency will report any unfit food to the Food Bank and will then be instructed to immediately destroy, discard, or hold these products for testing or retrieval.
14. The Agency will request and receive food and related items from the Food Bank only in amounts which it can safely and securely store, distribute, and otherwise use in a reasonable time frame.
15. The Agency agrees to store all food in a manner that is appropriate given the nature of various food products and in compliance with standard food safety practices. Agency safety precautions must include an ongoing pest control management system.
16. The Agency agrees to comply with all laws and ordinances concerning the storage, preparation and distribution of food including, but not limited to, building and health certifications as required by local, state, and federal authorities.
17. The Agency will maintain an adequate inventory control system to insure both that the product can be accurately tracked from initial receipt by the Agency to the end client, as well as to determine the quantities of the Agency's products while in storage.
18. The Agency will provide its own transportation to pick up products at the Food Bank warehouse, unless otherwise arranged by delivery. The Agency will assign one or more staff or volunteers to receive and unload donations at the Agency site.
19. The Agency agrees to pay handling fees, as assessed by guidelines set forth by the Food Bank and Feeding America. Payment is required upon receipt or no later than 30 days if by mail.
20. The Agency will supply the Food Bank with statistical reports by the required due date each month, and will include any changes in agency staff, board members, location, hours, tax-exempt status, or program closure.
21. The Agency will maintain copies of all invoices, related client records, paperwork and reports for a minimum of four years in an orderly and readily accessible fashion.
22. The Agency agrees to provide up-to-date contact information, including phone, email, fax, and to respond to requests for information in a timely manner.
23. Agency representatives will be required to attend orientation sessions and training for specific program participation. Educational materials provided must be kept on agency site for reference.
24. The Agency grants free access for site visits by the Food Bank representative to monitor the Agency use, storage, and distribution practices. At a minimum, such visits will be conducted once every two years and may be with or without advance notice.

- 25. The Agency will be required to shop at the warehouse or receive delivery of products at a minimum of once per quarter (every three months) to maintain active membership. If an Agency becomes inactive, new membership fees will apply.
- 26. The Agency acknowledges any violation of the participation requirements listed above shall be a violation of this agreement, and may, at the sole discretion of the Food Bank, constitute grounds for suspension or termination of Agency membership.
- 27. In the case of suspension or termination, the Agency agrees to return any product previously received from the Food Bank still in its possession at the request of the Food Bank.
- 28. This agreement can be terminated by either party, without cause by written notice at least fifteen (15) days prior to termination. Otherwise this agreement shall be considered permanent, with amendments to be made as necessary.

Agency Name: _____

ID# _____

Agency Board of Directors Chairperson *Signature*

Date: _____

Agency Board of Directors Chairperson *Printed Name*

Agency Executive Director or Administrator *Signature*

Date: _____

Agency Executive Director or Administrator *Printed Name*

Ozarks Food Harvest Executive Director *Signature*

Date: _____

Ozarks Food Harvest Executive Director *Printed Name*
