



# Partner Agency Agreement & Release

Agency Relations Contract

Agency # \_\_\_\_\_ Name: \_\_\_\_\_ (“The Agency”)

In obtaining donated products and TEFAP commodities from Feeding America West Michigan (“The Food Bank”), The Agency (listed above) confirms and agrees that:

1. The Agency is a 501(C)(3) charity corporation, a church, or a program of a church. **Verifying documents must be submitted with the initial application.**
2. The Agency will accept items it chooses to take from The Food Bank in “as is” condition.
3. The Food Bank, Feeding America (National) and the original product donor specifically disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of items obtained from The Food Bank.
4. The original donor, Feeding America (National) and The Food Bank are exempt from any liability resulting from the condition of the donated food. The Agency further agrees to indemnify and hold The Food Bank, Feeding America (National), and the original donor free and harmless from any and all liabilities, damages, losses, claims, causes of action, or suits of law or inequity or any obligation whatsoever arising out of any action of said agency or any personnel employed by the said agency in connection with its storage and use of the donated food.
5. The Agency will support the operation of The Food Bank with a handling fee, set by The Food Bank, as assessed by The Food Bank, for goods obtained from The Food Bank.
6. The Agency will adhere to the policies, procedures, additions, and revisions specified by The Food Bank.
7. The Agency will comply with the IRS eligibility requirements for receipt, transfer, and use of donated food and other products under section 170(e)(3).
8. The Agency will comply with the safe and proper handling of the donated goods, and Member Compliance Standards to all local, state and Federal regulations.
9. The 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.
10. The Food Bank shall not be liable for any injuries to Agency volunteers or personnel employed by said agency. The Agency further agrees to indemnify and hold The Food Bank free and harmless from any and all liabilities, damages, losses, claims, causes of action, or suits of law or inequity or any obligation whatsoever arising out of any action of said Agency volunteers or any personnel employed by the said agency for injuries occurring at any of The Food Bank facility, vehicle or trailer.
11. Agencies must permit, with or without an appointment, site visits by Feeding America West Michigan staff.

The undersigned hereby confirm that they are both authorized representatives of The Agency, and by their legal signatures bind The Agency to the terms, conditions, and limitations of the agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executive or Leader\* \_\_\_\_\_ Date \_\_\_\_\_

Program Contact\* \_\_\_\_\_ Date \_\_\_\_\_

\*If Program contact is Executive or Leader please have a key program volunteer or the Board President sign here instead. Two signatures are required for application process. Only one is required during monitoring process or change of personnel.  
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