



## Agency Partner Agreement & Liability Release

Agency # \_\_\_\_\_ Name: \_\_\_\_\_ ("The Agency")

In obtaining donated products and U.S.D.A. 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 comply with the IRS eligibility requirements for receipt, transfer, and use of donated food and other products under section 170(e)(3) and donor stipulations. This compliance will include a process for determining the eligibility of recipients such as self-declarations of need or other intake processes.
3. 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.
4. The Agency 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, or as otherwise prohibited under the current USDA nondiscrimination statement.
5. The Agency will accept items it chooses to take from the Food Bank in "as in" condition.
6. The Food Bank, Feeding America, 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. These parties 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, 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 or any actions by Agency volunteers or employees for injuries occurring related to any Food Bank facility, vehicle or trailer.
7. The Agency will adhere to the policies and procedures specified by the Food Bank including the payment of any handling fees set in accordance with the Feeding America Guide to Allowable Fees.
8. The Agency will allow the Food Bank to complete appropriate monitoring and site visits, with or without an appointment.

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.

The Agency will re-sign this release when either of the following situations arise: (1) The Agency is notified by the Food Bank that the content in this release has changed or (2) The Agency has had a change of leadership. At these times one agency representative's signature will be sufficient.

I agree to the terms outlined above.

Executive or Leader: \_\_\_\_\_ Date: \_\_\_\_\_

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

Food Bank Representative: \_\_\_\_\_ 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 the application process. Only one is required for a personnel change.