



Partner Site Agreement & Liability Release

Agency # _____ Name: _____ ("The Partner")

In obtaining donated products and U.S.D.A. commodities from Feeding America West Michigan ("The Food Bank"), The Partner (listed above) confirms and agrees that:

1. The Food Bank provides its 501(c)(3) charitable status to allow the Partner to operate its program.
2. The Partner 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 Partner will comply with the safe and proper handling of the donated goods and compliance standards to all local, state and federal regulations. It will not provide food to any other program without the written agreement from the Food Bank.
4. The Partner 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 Partner 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 Partner 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 Partner or any personnel employed by the said Partner in connection with its storage and use of the donated food or any actions by Partner volunteers or employees for injuries occurring related to any Food Bank facility, vehicle or trailer.
7. The Partner will allow the Food Bank to complete appropriate monitoring and site visits, with or without an appointment.
8. The Partner will comply with Food Bank policies and procedures and report statistics as required related to its program.

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

The Partner will re-sign this release when either of the following situations arise: (1) The Partner is notified by the Food Bank that the content in this release has changed or (2) The Partner has had a change of leadership. At these times one Partner 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 initial agreement. Only one is required for a personnel change.