



COMMUNITY FOOD BANK
AGENCY AGREEMENT RELEASE FORM FOR MEMBERSHIP

Community Food Bank

3403 E. Central Ave.

Fresno, CA 93725

PHONE 559-237-3663, FAX 559-237-2527

Whereas Community Food Bank has agreed to provide food product and other related items to the undersigned organization, referred to as "Agency." The Agency will comply with the following criteria for participating with Community Food Bank.

Therefore the Agency warrants and represents the following:

1. Agency has received I.R.S. approval of its status as a not-for-profit, tax-exempt organization under I.R.S. code 501(c)3 or meets the IRS 10 of the 14 criteria for a church or religious organization.
2. Agency will use all food products only to feed the needy, ill and infant in accordance with its tax-exempt purpose.
3. Agency will not offer any items it receives from Community Food Bank for sale or barter in exchange for money, services or property.
4. Agency assumes sole responsibility for the training of its employees and/or volunteers to evaluate, handle and/or prepare food product acquired from Community Food Bank.
5. Agency will distribute or serve food as described in its original application and will notify Community Food Bank of any significant changes.
6. Agency will distribute or serve food product to eligible clients as soon as possible, to ensure maximum palatability and freshness.
7. Agency must notify Community Food Bank in writing if/when this program changes location, director, contact, shoppers and type or size of food program.
8. Agency accepts all food product and non-perishable items in an "as is" condition and accepts sole responsibility for the safety and fitness of all items accepted from Community Food Bank.
9. Agency understands that neither Community Food Bank nor the primary donor make any warranties or representation as to the purity, quality or fitness for consumption of any and all items accepted by the Agency.
10. Agency hereby warrants that it will hold Community Food Bank, its employees/volunteers, board of directors Feeding America and primary donors, harmless from any and all claims, lawsuits and damages involving liability arising out of or in connection with, the acceptance and/or distribution of all items acquired from Community Food Bank.
11. Agency will provide food without regard to race, age, gender, political or religious affiliation, disability and sexual orientation.
12. Agency must keep all product invoices on site for three years and have them available to Community Food Bank representatives.

13. Agency must agree to time and visitation from Community Food Bank representatives whether scheduled or impromptu.
14. Agency must submit the required monthly statistical reports and must turn in reports by the fifth of every month. Agency will also be required to turn in any and all other reports as may be required by Community Food Bank.
15. Agency agrees to have at least one representative present at all mandatory agency meetings.
16. Agency agrees that shared maintenance fees of \$.00 - \$.19 per pound and the listed price for purchased product may be assessed and Agency hereby agrees to pay related invoice within 30 days of the date received.
17. Agency agrees to pay the annual membership fee for the Agency and any programs that are sponsored by the participating Agency.
18. Agency agrees to be assessed a restocking fee if they cancel pick-up without proper notice to Community Food Bank.
19. Agency agrees to list Community Food Bank as an additional insurance party on its current Liability Insurance Policy.
20. Agency agrees to adhere to all Community Food Bank policies and procedures in the Agency Relations Manual and addendums.

AGENCY ACCEPTANCE: Agency representatives have read and understand this Agreement and agree to follow its terms.

AGENCY:

 Print Name of Agency

Authorized Agents Name:

 Print

 Signature

 Title

 Date

Community Food Bank reserves the right to refuse membership to any agency.