

Akron-Canton Regional Foodbank 2011 Membership & Liability Agreement



In order to receive food and draw upon the resources of the Akron-Canton Regional Foodbank, _____, account _____ agrees to and will comply with the following criteria:

The agency named above:

1. Is an established 501(c)(3) charity or legal equivalent as recognized under the Internal Revenue Code 170(e)3 and serves the needy, ill, infants or children.
2. Will use the items from Akron-Canton Regional Foodbank only in a use related to the agency's exempt purpose and solely for the feeding of the needy, ill or infants and children.
3. Will utilize employees or volunteers having sufficient training and experience in the evaluation, handling, and preparation of donated items to safely and properly judge the quality of donated items.
4. Accepts full responsibility for the purity and fitness for consumption of all items accepted.
5. Will ensure the safe and proper handling of the items supplied by the Akron-Canton Regional Foodbank and conform to all local, state and federal regulations.
6. Will serve the product as soon as possible to provide maximum palatability and freshness.
7. Will ensure that the Akron-Canton Regional Foodbank has proper documentation that a current staff member and/or volunteer with the program have completed Foodbank approved food safety training.
8. Understands that the original donor, Akron-Canton Regional Foodbank and Feeding America have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all donated items.
9. Understands that all items are accepted in "as is" condition.
10. Releases the original donor, Akron-Canton Regional Foodbank and Feeding America from all liability resulting from the condition of the received product and further agrees to indemnify and hold the original donor, the Akron-Canton Regional Foodbank and Feeding America harmless against any and all liability, damage, losses, claims, or causes of action in connection with the storage or use of the received product.
11. Acknowledges that it shall be liable for any damage done by its agents to Akron-Canton Regional Foodbank property and it shall hold the Akron-Canton Regional Foodbank harmless against any and all liability, damage, losses, claims or causes of action in connection with loading, unloading or transportation of the product.
12. Provides food directly to clients for free in the form of meals or groceries in emergency situations or as a supplement to their needs and we will provide these services with regularly scheduled days and times.

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13. Will post days and times of operation in a visible location for potential clients.
14. Will adhere to any additional donor stipulations placed on the items received from the Akron-Canton Regional Foodbank when applicable.
15. Will sign and abide by the USDA & Ohio Commodities Agreement if eligible to receive these commodities from Akron-Canton Regional Foodbank.
16. Will keep adequate client records and maintain a copy of all Akron-Canton Regional Foodbank invoices for a period of three years. These records will be kept on site and are subject to review by representatives of Akron-Canton Regional Foodbank, food donors and appropriate government agencies.
17. Will provide the Akron-Canton Regional Foodbank with required monthly statistics report by the 10th of each month for all food services provided during the prior month and any other information that may be requested.
18. Will allow for an annual compliance inspection by an Akron-Canton Regional Foodbank representative and any additional compliance inspections as needed.
19. Will maintain a minimum account activity by ordering at least two times per year and understand that missed appointments may result in the suspension or termination of the account.
20. Will support the Akron-Canton Regional Foodbank through a minimum shared maintenance fee of \$200 annually for products received and will keep agency's Foodbank credit account current by maintaining a 30 day cycle on all outstanding invoices.
21. Will send a representative to all Akron-Canton Regional Foodbank meetings, workshops, etc., according to availability of staff/volunteers to attend.
22. Will ensure that none of the food is provided, distributed, or given to volunteers in exchange for service. Volunteers may receive food if they are eligible under the agency's program eligibility criteria and they are not provided special treatment or extra food compared to other clients.
23. Will notify the Akron-Canton Regional Foodbank in writing of any major changes in our program, including location, leadership, times and days of operations, and services and billing changes.
24. Will **NOT** require money, services, or participation in additional activities, from clients for food received from Akron-Canton Regional Foodbank.
25. Will **NOT** require or coerce clients into participating in prayer or attending religious services as a contingency to receive food.
26. 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.

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- 27. Will **NOT** offer for sale, sell, transfer or barter the items supplied by the Akron-Canton Regional Foodbank in exchange for money, other property or services, or otherwise allow the items to reenter commercial channels.
- 28. Will **NOT** direct food to other organizations.
- 29. Will **NOT** use "Foodbank" or the words "Food" and "Bank" together in the agency or program name.
- 30. Will **NOT**, under any circumstance, engage in conduct related to the Akron-Canton Regional Foodbank that may compromise or call into question the integrity or mission of the Akron-Canton Regional Foodbank. The above named agency acknowledges and agrees that the Akron-Canton Regional Foodbank may, in its sole discretion, terminate this Agreement at any time following any breach or default by the agency under this Agreement.

As an authorized and legally recognized agent of the above named agency, I have read, understood and agree to accept the conditions and criteria outlined in this Membership & Liability Agreement.

(Agency Name)

(Account #)

(Signature and Title of Legally Authorized Agent)

(Date)

(Print Name of Legally Authorized Agent)

(Print Title of Legally Authorized Agent)

(Akron-Canton Regional Foodbank Representative)

(Date)

FOR OFFICE USE ONLY

Date Received: _____ Staff Member: _____

Date Copy Sent: _____ Mailed Faxed Emailed Copied Onsite