



Akron-Canton Regional Foodbank 2020 Partnership & 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) public charity or legal equivalent as recognized under the Internal Revenue Code 170(e)3 and serves the ill, needy, or infants with a primary focus on need.
2. Will use the items from Akron-Canton Regional Foodbank only in a use related to the partner's exempt purpose and solely for the feeding of the ill, needy, or infants with an emphasis on serving those in need.
3. Will utilize employees or volunteers having enough training and experience in the evaluation, handling, and preparation of donated items to safely and properly judge the quality of donated items.
4. 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.
5. Accepts full responsibility for the purity and fitness for consumption of all items accepted.
6. 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.
7. Will serve the product as soon as possible to provide maximum palatability and freshness.
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 will provide these services with regularly scheduled days and times.
13. Will display Network Partner signage and, if operating an emergency program, will post days and times of operation in a visible location for potential clients.



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14. Will adhere to any additional donor stipulations placed on the items received from the Akron-Canton Regional Foodbank when applicable.
15. Will keep adequate client records and maintain a copy of all Akron-Canton Regional Foodbank invoices for a period of **five (5) 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.
16. 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.
17. Will allow for compliance inspections by an Akron-Canton Regional Foodbank representative and any additional compliance inspections as needed.
18. Will maintain a minimum account activity by ordering at least two times per year.
19. Will keep Foodbank credit account current by maintaining a 30-day cycle on all outstanding invoices.
20. 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.
21. Will **NOT** require money, volunteer service, or for clients to perform work in exchange for food received from Akron-Canton Regional Foodbank. Volunteers may receive food if they are eligible under the program eligibility criteria and they are not provided special treatment or extra food compared to other clients.
22. Will **NOT** use food as an incentive or for activities that coerce, require or promote religious affiliation or church membership.
23. 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 or expression, unfavorable discharge from the military or status as a protected veteran.
24. Will **NOT** use Foodbank food for organization fundraising events or activities or other non-approved programmatic activities.
25. 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.
26. Will **NOT** direct food to any other organization, except for perishable items that need to be distributed to maintain quality. Perishable items may only change hands one time to other approved network partners and in this event complete and accurate redistribution documentation must be kept by the distributing agency.



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27. Will **NOT** use “Foodbank” or the words “Food” and “Bank” together in the agency or program name.
28. 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 Partnership & Liability Agreement.

Primary Contact Name

Primary Contact Signature

Network Partner Name & Account Number

Date Submitted

ACRFB Staff Name

ACRFB Staff Signature

Date