Akron-Canton Regional Foodbank

Sub-Distribution Agreement

Revised 2.18.2023

This is a Sub-Distribution Agreement ("Agreement") between the Akron-Canton Regional Foodbank ("Foodbank") and _____[Organization/Church Name] ("Partner") Partners of the Foodbank are unified by a common vision of a thriving community free of hunger. To sub-distribute excess Foodbank product or receive sub-distributed excess Foodbank product, the Partner agrees to and will comply with the following criteria.

The Partner named above:

1. Will sign and abide by the Foodbank's current Partnership & Liability Agreement.
2. May sub-distribute excess product obtained from or enabled by the Foodbank to other approved Partners if the product being sub-distributed is in excess of what the Partner will be able to distribute and needs to be sub-distributed to maintain quality and/or be distributed while it is safe for human consumption.
3. Will handle and distribute all sub-distributed product in accordance with the Partnership and Liability Agreement.
4. Will only sub-distribute product once and only to other Partners approved by the Foodbank.
5. Will track all sub-distributed product to ensure product is able to be recalled in accordance with the Foodbank's recall program. Must keep sub-distribution log for 5 years.
6. Will take and document sample temperatures at the time of pickup and delivery for all TCS foods.
7. Understands all Partner staff or volunteers who handle Product as a part of a sub-distribution must complete current required food safety training.
8. Will not charge fees in relation to sub-distributed product.
9. Will adhere to product integrity and food safety procedures at all times including during the transfer of product.
10. Will report unsafe food handling and transportation practices to the Foodbank.
11. Understands the Foodbank may, in its sole discretion, terminate this Agreement at any time.
12. Acknowledge and agree that Ohio law shall at all times govern the interpretation, enforcement and meaning of this Agreement.

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

_____	_____	___/___/_____
Main Contact Name	Main Contact Signature	Date
_____	_____	
Organization/Church Name	Account Number(s)	
_____	_____	___/___/_____
ACRFB Staff Name	ACRFB Staff Signature	Date