



## RELEASE AND INDEMNIFICATION

Hunger-Relief Partner Legal Name: \_\_\_\_\_

Program #: \_\_\_\_\_ Program Name: \_\_\_\_\_

Hunger-Relief Partner and the Food Bank of Delaware (“FBD”) have entered into a Partner Agreement under which FBD will provide donated goods. As a condition to providing donated goods, FBD requires that Hunger-Relief Partners sign this Release and Indemnification (“Release”).

1. Release. Hunger-Relief Partner hereby releases (agrees that it will not sue) FBD, Feeding America and/ or their various and original donors and/or any of the individuals or companies who act on their behalf (officers, directors, employees, agents, partners, affiliates, representatives, invitees, contractors and volunteers)(“Related Entities”) from any liability resulting from the distribution of donated goods by FBD to the Hunger-Relief Partner and by the Hunger-Relief Partner to any recipients.

2. Hold Harmless. Hunger-Relief Partner agrees to indemnify, defend and hold harmless FBD, Feeding America and/or their various and original donors and/or any Related Entities from all liabilities, damages, claims, obligations, losses, and costs (including attorneys fees) that arise: (A) in connection with donated goods that the Hunger-Relief Partner has obtained from FBD, or the conduct of FBD (and its Related Entities) in distribution, transportation, use, storage, and handling of donated goods; (B) from the conduct of the Hunger-Relief Partner (and its Related Entities) in packing, loading, unloading and transporting donated goods, using, storing, handling, preparing, packaging and serving donated goods, distributing donated goods and participating in FBD’s food distribution program; and (C) from the Hunger-Relief Partner’s breach of the Partner Agreement.

3. Disclaimer of Warranties. FBD provides donated goods to the Hunger-Relief Partner “as is” which means that it is the responsibility of the Hunger-Relief Partner to determine if the donated goods can be safely used, distributed and/or consumed by Hunger-Relief Partner and its recipients. Hunger-Relief Partner acknowledges it accepts all donated goods from FBD in their “as is” condition. FBD, Feeding America and/or their various and original donors expressly disclaim any implied warranties of merchantability or fitness for a particular use and make no warranties, express or implied with respect to donated goods. No person is authorized to give any warranties on behalf of FBD.

To the extent that any provision or application of this Release is unenforceable, the remainder and the lawful application of this Release shall remain in effect. This Release shall not waive or diminish any other of FBD’s rights or protections under the law (e.g., Good Samaritan Law).

The Hunger-Relief Partner hereby acknowledges that it understands and agrees to the terms of this Release.

Director or Authorized Representative (Print Name): \_\_\_\_\_

Director or Authorized Representative’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## ***HUNGER-RELIEF PARTNER AGREEMENT***

Contract of Membership for all Hunger-Relief Partners and/or Programs of  
*The Food Bank of Delaware*

\_\_\_\_\_  
**Hunger-Relief Partner Name**

\_\_\_\_\_  
**Account Number**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Date**

**The above named Hunger-Relief Partner agrees to comply with the following requirements of the Food Bank of Delaware. The Hunger-Relief Partner must:**

1. Have a current 501(c) (3) federal tax-exempt status as determined and documented by the Internal Revenue Service. If your organization falls under the governance of another organization, we must have a letter from the parent organization stating the name and address of the active program site. In some cases, we will accept a current listing of participating organizations in place of the letter.
2. Provide FBD a copy of current Liability Insurance Certificate (also at Renewal).
3. Provide monthly tracking reports indicating number of households, adults and children served (see Appendix A for example).
4. Agree to support the operation of the Food Bank of Delaware by paying a yearly Membership Fee. Fees are billed for a fiscal year July 1st through June 30<sup>th</sup> regardless of when a partner joins, fees are not prorated. The Hunger-Relief Partner also agrees to pay a per pound shared maintenance fee as fixed by the Board of Directors of the Food Bank of Delaware. Hunger-Relief Partner Organizations with an unpaid shared maintenance fee may be denied additional food and other items until the fee is reconciled.
5. Adhere to the five main factors taken into consideration in order to become a Hunger-Relief Partner and renewals with FBD; effectively feeding the community; must have a current food program in place (consistency and quantity), poverty level of agency location, financial stability of Hunger-Relief Partner (must be able to provide 6 months of accounts payables), responsiveness to FBD programs and requests (applies to renewals), and the ability to adequately handle, distribute and store food. Maintain proper tracking information of number of people in households and those who receive/do not receive SNAP (formerly Food Stamps).

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6. Provide SNAP (Supplemental Nutrition Assistance Program formerly known as Food Stamps) advocacy and outreach to clients; written materials (can be obtained from FBD) and web site information. <http://foodstamp.ntis.gov/Default.aspx>.
7. Attend the initial orientation meeting and any other meeting or training required by the Food Bank of Delaware and Feeding America; which includes the Quarterly Hunger-Relief Partner Network Meetings.
8. Inform the Food Bank of Delaware in writing of any changes in contact names, addresses, phone numbers or services provided and other relevant information by submitting a Hunger-Relief Partner Update form or by using our online update tool at [www.fbd.org](http://www.fbd.org).
9. Submit Menu orders using the FBD fax number or email address on the menu, keeping shopping appointment times and adhering to shopping time frames, rules and regulations.
10. Hunger Relief Partners participating in Sister Share and Grants must submit a monthly report to the Food Bank of Delaware within five (5) calendar days after the end of each month. Hunger-Relief Partner Organizations, which do not submit the reports in a timely manner, may be denied food and other items until the report is submitted. Member Agencies participating in Sister Share who miss two or more pickups will be terminated from the Sister Share program. To maintain active status, a monthly report must be submitted regardless if product has been received from the Food Bank of Delaware or the agency has provided food during that month.
11. Agree to be available for monitoring visits every 1 to 2 years during regular business hours by an authorized representative of the Food Bank of Delaware and to comply with all requests, either verbal or written, resulting from any monitoring visit. Non-compliance will result in the Agency account being placed on administrative hold until all follow up is complete, with the possibility of suspension.
12. **REGARDING THE RECEIPT OF DONATED (FOOD BANK) PRODUCT THE AGENCY AGREES TO:**
  - Use donated product primarily for service to the ill, needy, or infants as defined by Food Bank of Delaware, Inc.
  - **Offer the donated product free of charge and not sell, offer for sale, or barter donated product for property, money or services.**
  - Only use donated product in a manner related to the tax-exempt purpose of the organization (i.e. designated feeding programs only). The purpose must be related to the care of ill, needy, or infants (minor children).
  - Adhere to any Feeding America policies regarding the receipt, storage, and distribution of donated product.
  - Willingness to adhere to additional donor stipulations.
  - All products, both perishable and non-perishable, must be used within one month of receipt from FBD.
13. If a food recipient wishes to make a donation, donations must be anonymous and truly voluntary. No one may be refused food or other items for failure to make a donation. FBD Product may not be transferred to another organization. Product obtained by a Hunger-Relief

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Partner must be used at the approved distribution site. An FBD staff member must first approve a new distribution site that will be providing Food Bank of Delaware product through meal, snack service or pantry distribution. The Hunger-Relief Partner must agree to immediately contact the Food Bank of Delaware in case of damage, loss, or theft of product.

14. **Payment Rules:** Agencies are responsible for enforcing payment policies among their authorized shoppers. By authorizing someone to shop agencies are responsible for payment for their purchases. *An agency may be set up as prepay or extended credit. If an agency is set up as prepay, the agency will be allowed to shop up to the balance deposited. If an agency is extended credit, a credit limit will be set and they will have 30 days to pay their invoice. Any agency past 30 days will be suspended.*

- The invoice given at purchase time or at pick up or delivery is the only bill agencies will receive. It is the agencies' responsibility to make sure that invoice is put in for payment.
- Payment is due at time of pickup/delivery. Failure to remit payment will result in suspension until payment is received. This includes agencies awaiting allocations of grant funds. Suspended agencies' orders will not be entered and their shoppers will not be allowed to shop or pick up free product.
- It is the agency's responsibility to keep complete records of payment such as invoices and receipts. If an agency believes a mistake has occurred they must have records to support it.
- Agree to pay for restocking fees on all cancelled orders and abide by all donor or other restrictions placed on any product received from the Food Bank of Delaware.

15. **REGARDING WAIVER OF LIABILITY OF DONATED PRODUCT:**

- Food Bank of Delaware, Inc., et.al, Feeding America and the original donor expressly disclaim any implied warranties of merchantability or fitness for a particular use.
- There have been no express warranties in relation to this gift of product.
- The Agency releases both the principal donor, Feeding America and Food Bank of Delaware, Inc., et.at., from any liability resulting from the condition of the donated product and further agrees to identify and hold Food Bank of Delaware, Inc., et.al., Feeding America and the original donor free and harmless against all and any liabilities, damages, losses, claims, causes of action and suits of law or in equity.
- Accept all food and other items received from or through the Food Bank of Delaware "as is" and may not return the items once taken or delivered from FBD.

16. Agree to sign invoices prior to leaving the Food Bank of Delaware or before departing from the delivery location to ensure that all items have been received. Also agree to have a second person at the agency inspect the order and sign the invoice, verifying that all products have been received at its intended destination.

17. Maintain food storage facilities and proper handling of donated and purchased goods, which conform to all local, state and federal regulations. This includes dry, frozen, and/or refrigerated storage. Storage areas should be kept clean at all times and all food products should be stored at least 6 inches off the floor and 18 inches from the wall. All on-site feeding programs must have an appropriate license per local regulations to provide hot meals if the meals are prepared by a cook or staff member. All food products must be stored in a

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finished out, climate controlled building. This does not include a storage shed, primarily used for storing lawn equipment, etc.

18. Agree to keep temperature logs on each refrigerator and freezer unit used in storing any Food Bank of Delaware food or any food from other purchases or donations. Temperature logs must be updated at least once each day a program site is open.
19. Distribute the food received from the Food Bank of Delaware only to low income individuals as defined by **the Federal Poverty Guidelines of 200%** of federal poverty levels as published in the Federal Register.
20. Distribute food in accordance with the US Department of Agriculture and Delaware Health and Human Services Commission policy, which prohibits discrimination on the basis 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. Review the Civil Rights education once a year with all staff and volunteers that are involved in the distribution or service of food and provide signatures of those who participated in the training. Attendance at any lecture, presentation or religious service shall not be required to obtain food or other items. For shelter programs only: meeting attendance may be a requirement for participation in a discipleship program after a three day grace period; at which time a client has the option to leave the program. Such a requirement may not make unreasonable demands on clients.
21. Distribute food on a regular scheduled basis, your program must be available to clients who walk-in or by appointment. Food and other products received from the Food Bank of Delaware cannot be distributed to other agencies even if they are Member Agencies of FBD. Food and other products received from the food bank may not be used to reward volunteers, or for any other use than distribution at no charge to clients.
22. If a client in your service area has a grievance with your agency, the client has the right to contact your Agency governing board, the Food Bank of Delaware and the USDA.
23. **REGARDING A WAIVER OF LIABILITY OF DAMAGE OR INJURY CAUSED BY THE AGENCY'S AGENT (employee, driver, volunteer, etc.) THE AGENCY AGREES TO:**
  - Hold Food Bank of Delaware, inc., et al., harmless if, through negligence or carelessness on the part of an agent from the Agency, any damage to vehicles from the Agency or any injury to personnel from the Agency in the warehouse, on the premises of Food Bank of Delaware, Inc., or at a drop site occurs.
  - Release Food Bank of Delaware, Inc., et al., from any liability, damage, loss, claim, cause of action and suits of law or any obligation whatsoever arising out of or attributed to the negligence or carelessness of an agent of the Agency in connection with the pickup of product.
  - Act to avert any accidents by instructing all Agency agents to:
    - Park vehicles as directed by the Shipping/Receiving Manager or her/his designee
    - Follow warehouse and drop site procedures as set up by the Shipping/Receiving Manager or her/his designee.
    - Only go to parts or locations within or outside the warehouse or drop site as directed by the Shipping/Receiving Manager or her/his designee.

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- Use only equipment the Shipping/Receiving Manager or her/his designee specifies for the loading of product.
- The Agency is solely responsible for instructing each Agency employee/driver/volunteer/etc., in these precautions before sending her/him to pick up product at the Food Bank of Delaware, Inc., warehouse or drop sites.

24. **Donations:** We receive donations from retail grocery stores, local processing plants, local growers and farmers, as well as many different national corporations such as Kraft and Perdue. Much of our national product was donated to Feeding America to be distributed to its food banks. In an effort to continue to be successful in assisting as many people throughout our servicing areas equitably each of us must work together respectively. Working together not only consists of distributing, but also keeping in mind the balance and significance of the three fold partnership. Food Bank of Delaware encourages member agencies to hold food drives and seek out funding to support their hunger relief programs. However, we ask that each Hunger-Relief Partner refrain from soliciting and/or accepting bulk donations from national corporate food partners. If you are in doubt of the relationship of a potential donor to the Food Bank of Delaware or Feeding America (formerly America's Second Harvest) please contact FBD prior to contacting the donor. We ask this not to restrict your agency, but to assure that these national/corporate donations are spread fairly and evenly to all our member agencies throughout the state. **If your agency is unwilling to be a respectful partner, the agency will be suspended from FBD upon immediate evidence of violation.**

25. Recognize that this agreement will be renewed automatically for one year each June 30<sup>th</sup>. Either party must notify the other in writing 30 days in advance to cancel membership. A new agreement will be presented for signature during each monitoring visit, in order to have a current signature on file. Hunger-Relief Partner agrees to provide the Food Bank of Delaware with this signed agreement.

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**I have read and understand all requirements listed above and agree to adhere to them completely.**

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**Hunger-Relief Partner Director (Member)**

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**Date**

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**Food Bank of Delaware Representative**

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**Date**

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**Food Bank of Delaware Programs Director**

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**Date**

The Food Bank of Delaware operated in accordance with the US Department of Agriculture and Delaware Health and Human Services policy, which prohibits discrimination on the basis of race, color, national origin, sex, age or disability. *Updated 10/1- nr*

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