

## West Ohio Food Bank, Member Agency Agreement

P.O. Box 1566, Lima, OH 45802

Organization Name: \_\_\_\_\_

Location Address: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Zip Code \_\_\_\_\_

The member agency identified above does agree and will comply with the following criteria as a member of West Ohio Food Bank and Feeding America.

1. Agency agrees that it meets the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3) ;
2. **Agency will follow** the safe and proper handling of the donated goods which conforms to all local, State & Federal regulations, regarding food preparation and/or distribution;
3. Agency has read and **will comply** with the policies and guidelines of membership with West Ohio Food Bank and willingness to adhere to donor stipulations;
4. All items accepted are accepted in "as is" condition;
5. **Will not sell**, transfer, barter or offer for sale any products supplied by West Ohio Food Bank in exchange for money, property or services, or otherwise allow the product to re-enter commercial channels for sale to the general public through flea markets, thrift stores, garage sales or any other venue;
6. **Will Not Sell/Order** any product supplies by West Ohio Food Bank to any of its *employees ,volunteers or church members*;
7. **Will serve** food directly to the needy, ill or infants at no charge in the form of meals for consumption on site or at home or bags of groceries for preparation at home;
8. **Will notify** West Ohio Food Bank, in writing, of any staff or organization changes;
9. **Will not** use any product supplies by West Ohio Food Bank for fundraising activities, such as banquets, bake sales or as a prize for games such as bingo;
10. Keep adequate records of people served for at least three years;
11. Submits statistical reports by the 15<sup>th</sup> of the month following the month to which the report pertains, even if you don't get any product from West Ohio Food bank within the reporting time period;
12. Keep pick up appointments at the food bank or our trucks at a designated drop point in the county or will notify West Ohio Food Bank 24 hours in advance of the appointment to request a change in date or time.
13. **Will pay** net due on invoices no later than 30 days from invoice date;
14. **Will pay** "One stop Shop" invoices no later than 10 days from invoice date;
15. **Will maintain membership** in only one Feeding America Foodbank;
16. **Will allow** West Ohio Food Bank representative reasonable access to site reviews at any given time;
17. Agencies **will not** engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, material status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

\_\_\_\_\_  
Signature of Member Agency Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature WOFB Member Charity Administrator

\_\_\_\_\_  
Date