



Member Agency Agreement
P.O. Box 1566, Lima, OH 45802-1566

Name: _____

Location Address: _____

City: _____ State: _____ Zip Code: _____ PH: _____

The member agency identified above shall affirm willingness to comply with the following criteria as a member of West Ohio Food Bank (WOFB) and National Donor (Feeding America).

1. Member Agency shall affirm the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3);
2. Member Agency affirms willingness to comply with the safe and proper handling of the donated goods which conforms to all local, national, state and federal regulations, regarding food preparation and/or distribution;
3. Member Agency affirms willingness to adhere to additional donor stipulations;
4. Member Agency has read and affirms willingness to comply with the policies and guidelines and record keeping requirements of WOFB;
5. That all items are accepted "as in" condition;
6. Member Agency agreement to pay handling fees assessed on net due invoices no later than 30 days from invoice date; and "One Stop Shop" invoices no later than 10 days from invoice date;
7. Member Agency agrees that pre-payments on your agency account are allowed as long as funds are used on a regular basis. Funds that are not used on a regular basis will be refunded to the member agency at WOFB's discretion.
8. Member Agency affirms willingness to comply and will not sell, transfer, barter, or offer for sale any products supplied by WOFB in exchange for money, property, or services, or otherwise allow the product to be re-distributed by another agency or re-enter commercial channels for sale to the general public through flea markets, thrift stores, garage sales, or any other venue;
9. Member Agency affirms willingness to comply and WILL NOT SELL/ORDER any product supplies of WOFB to any of its employees, volunteers or church members;
10. Member Agency affirms willingness to comply and will notify WOFB, in writing, of any staff or organization changes;
11. Member Agency affirms willingness to comply and will not use any product supplies of WOFB for fundraising activities, such as banquets, bake sales or as a prize for games such as bingo;

12. Member Agency affirms willingness to comply and submits monthly statistical reports by the 15th of every month following the month to which the report pertains, even if you don't get any product from WOFB within the reporting time period;
13. Member Agency affirms willingness to comply and keep pick up appointments at WOFB or our trucks at a designated drop point in the county or will notify WOFB 24 hours in advance of the appointment to request a change in date or time.
14. Member Agency affirms willingness to comply and will maintain membership in only one Feeding America Food Bank;
15. Member Agency affirms willingness to comply and will allow WOFB representative access to site reviews at any given time;
16. Member 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;
17. Member Agency affirms that the original donor, The West Ohio Food Bank and the National Office (Feeding America); are release by the agency from any liabilities resulting from donated goods, held harmless from any claims or obligations and offer no express warranties in relation to the gift of goods.

Signature of Member Agency Director

Date

Signature of Agency Relations Staff

Date

Signature of WOFB CEO or Assistant Director

Date