



Partner Agency Agreement & Liability Release Form
P.O. Box 1566, Lima, OH 45802-1566

Name of Agency: _____

Location Address: _____

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

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

GENERAL POLICIES

1. Partner Agency shall agree to the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3) (see General Policies 1);
2. Partner Agency agrees to adhere to additional donor stipulations;

SPECIFIC POLICIES

Section 1: Use of Supplies Received from West Ohio Food Bank

3. Partner Agency has read and agrees to comply with the policies and guidelines and record keeping as required by WOFB, Feeding America, local, state, and federal government;
4. That all products are accepted in "as is" condition;
5. Partner Agency agrees to comply with the safe and proper handling of the donated product which conforms to all local, national, state and federal regulations (including American Institute of Baking [AIB] standards), regarding food preparation and/or distribution (see Sections 1 & 6);
6. Partner Agency agrees to not sell or barter 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; Partner Agencies may trade products with other WOFB Partner Agencies as long as products are traded free of any charge (see Sec. 1);
7. Partner Agency agrees to NOT SELL/ORDER any product supplies of WOFB to any of its employees, volunteers or church members; Partner Agencies may provide emergency products to workers/volunteers who meet the same eligibility requirements as stated in the Eligibility to Take Food Home form (see Sec. 1);

8. Partner Agency agrees to not use any product of WOFB for fundraising activities, such as banquets, bake sales or as a prize for games such as bingo; Partner Agencies may prepare foods received from WOFB to help determine best and alternate uses, provide samples to people accessing services, and familiarize volunteers/staff with different types of foods so uncommon foods are distributed (see Sec. 1);

Section 3: Partner Eligibility

9. Partner Agency agrees to submit monthly statistical reports *by the 10th of every month* following the month to which the report pertains. Even if you don't get any product from WOFB or serve any individuals within the reporting time period (i.e. your reports are all zeros), monthly stats need to be submitted for WOFB records (see Sec. 3, A5);

10. Partner Agency agrees to notify WOFB, in writing, of any staff or organization changes (see Sec. 3, A6);

11. Partner Agency agrees to participate in only one Feeding America Food Bank (see Sec. 3, A7);

12. Partner Agency agrees to WOFB representation for site reviews at any given time (with reasonable advanced notice from WOFB) (see Sec. 3, A8);

Section 4: Client Eligibility

13. Partner Agencies will not engage in discrimination, in the provision of services to any person requesting help on grounds of race, color, citizenship, religion, gender, 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 (see Sec. 4, D);

Section 5: Fees: Shared Maintenance Fee (SMF)

14. Partner Agency agrees to pay handling fees due upon receipt of the partner agency order, or money placed on the partner agency account, no later than 60 days from invoice date; and "Purchase Program" invoices no later than 10 days from invoice date (see Sec. 5);

Section 6: Storage Requirements

15. Partner Agency agrees to follow the standards and guidelines from their required ServSafe training and/or as required by the American Institute of Baking (AIB).

Section 7: Non-Facility Personnel Policy

16. Partner Agency agrees to comply with the American Institute of Baking (AIB) regulations in regards to non-facility personnel policies. Any Partner Agency personnel or volunteers will agree to be accompanied by authorized Food Bank staff members when in an area of the WOFB facility that is not the front lobby (see Sec. 7).

Section 8: Media Promotion

17. Partner Agency agrees to identify their organization as a WOFB Partner Agency on its properties, materials, website and any additional media (i.e. television, social media, etc.).

Section 9: Violations of Policies

18. Partner Agency agrees to comply with all policies as stated in the “Policies and Guideline for Partner Agencies” document. If a Partner Agency is in violation of any policies, the Partner Agency will be dealt with on an individual basis dependent upon the infraction as noted in Section 9.

Disclaimer: Partner Agency affirms that the original donor, The West Ohio Food Bank and the National Office (Feeding America); are released by the agency from any liabilities resulting from donated product, held harmless from any claims or obligations and offer no express warranties in relation to the gift of products.

Signature of Partner Agency Director

Date

Signature of WOFB CEO or designee

Date

**All criteria in Partner Agency Agreement & Liability Release Form come from and are explained in further detail in the “Policies & Guidelines for Partner Agency” document.*