

# Redwood Empire Food Bank Agency Agreement

\_\_\_\_\_ Agency Name

By applying to utilize the services of the REFB, the agency agrees to abide by the following REFB policies.

1. The Agency certifies that it is an established 501c(3) or equivalent organization and that if its 501c(3) status is revoked, or expires, the Agency will stop distributing REFB products and will notify the REFB immediately.
2. The Agency certifies that it will distribute REFB products only to ill/disabled or needy individuals, regardless of race, creed, national origin, age, sex, or disability.
3. The Agency certifies that it will not collect fees, donations or exchange of services of any kind for products received from REFB.
4. The Agency certifies that it will not exchange REFB products for money, products, services, or client participation in activities, including religious services.
5. The Agency certifies that it will not use REFB products for fundraising of any kind.
6. The Agency agrees to distribute REFB food prior to scheduled activities and/or religious services.
7. The Agency agrees to pay its shared maintenance contribution in a timely manner based on the terms established by REFB.
8. The Agency agrees to regular inspections and monitoring every two years by REFB as required by our affiliation with America's Second Harvest.
9. The Agency agrees that it will only distribute REFB products to programs or individuals residing in Sonoma County.
10. The Agency **is required to inform REFB, without being requested, of changes to its programs, on agency letterhead, including the following:**
  - a. Change in Agency shopper (s), contact person, program director, executive director, or billing contact.
  - b. Change in telephone number, mailing address, site addresses, and/or billing address.
  - c. Increase or decrease of 50 persons or larger in the number of households or individuals the Agency serves.
  - d. New food programs the Agency wishes to implement and food programs the Agency plans to discontinue.

**Failure to do so could result in suspension of REFB privileges.**

11. The Agency must properly store, refrigerate and handle (in accordance with appropriate local health regulations) REFB products to ensure these products remain in good condition from the point they are accepted from the REFB until distributed to clients by the Agency.
12. The Agency agrees to complete and return REFB surveys in allotted time.
13. The Agency agrees to use REFB products only in a manner relating to the expressed mission and tax-exempt status of the Agency.
14. The Agency certifies that it will abide by the federal, state and local law, including applicable statutes and regulations.
15. The Agency must maintain a file of all food bank receipts for 1 year.

The Agency recognizes that all Redwood Empire Food Bank donations are accepted under the legislative guidelines as outlined in the Bill Emerson Good Samaritan Food Donation Act of 1996 which states that: "A non-profit organization shall not be subject to civil or criminal liability arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product that the non-profit organization received as a donation in good faith from a person or gleaner for ultimate distribution to needy individuals."

By signing this agreement, the Agency agrees to waive any and all rights it may have in relationship to liability on the part of the Redwood Empire Food Bank for quality and edible nature of the food it has received from the REFB.

I, the undersigned, have read, reviewed, understand and agree to the Redwood Empire Food Bank policies as described above. I understand a violation or a loss of confidence on the part of the REFB that the policies or conditions of this agreement are being adhered to may result in the loss of REFB privileges. I understand that this agreement is voluntary and either party may terminate the agreement by notifying the other party.

I certify that all the information provided in this agency application is correct to the best of my knowledge.

Signature, Agency Executive Director	Date
Signature, Executive Director (Agency Parent Organization – <i>if applicable</i> )	Date
Signature, Redwood Empire Food Bank Representative	Date