



## The Food Basket Inc. Agency Partnership Agreement

Agency Name: \_\_\_\_\_ #: \_\_\_\_\_

Address: \_\_\_\_\_ Ph: \_\_\_\_\_

Chief Executive: \_\_\_\_\_  
(e.g. Executive Director, Board President, Sr. Pastor)

In consideration of receiving food, products, or services from The Food Basket (TFB), the above-named Agency hereby agrees:

1. to have a current 501(c)(3) determination letter from the IRS **OR** meet the IRS requirements for classification as a church **OR** be in good standing under the umbrella of a parent organization which holds a 501(c)(3) status that provides a letter stating the agency's approval to shop under the parent;
2. that all items from TFB will be solely and exclusively provided only to needy individuals and/or households, and not for personal use;
3. to serve food, free of charge, directly to its clients in the form of meals and/or food boxes to the needy, ill, or minor children;
4. to not engage in discrimination, in the provision of service, against any person because 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;
5. to have all staff and volunteers that interact directly with clients receive Annual Civil Rights Training;
6. to not sell, transfer, barter, or offer for sale the items obtained from The Food Basket in exchange for money, property, or services, or otherwise allow the items to enter any commercial channels;
7. that TFB products may not be used for the purpose of fundraising either as prepared food (such as plate lunch sales) or as prizes/incentives;
8. to not engage in seeking monetary donations at the immediate time and place of distribution;
9. to not use any items from The Food Basket to encourage donations;

10. to not store and distribute food products from a location that is an individual's residence (food pantries only);
11. to have adequate refrigeration, freezer, and storage space to ensure the wholesomeness of food that is stored until it is used or distributed;
12. to safely and properly handle the donated goods, which conforms to all local, state, and Federal regulations;
13. to be licensed as a food service establishment according to the provisions and guidelines of the State Department of Health; at least one member will need to receive Food Safety Training and provide a copy of the Food Safety certification to TFB;
14. that all items are accepted in "as is" condition and "with all faults;"
15. to adhere to any additional stipulations donors may have;
16. to make regular appointments to shop ahead of time **OR** to call in advance before shopping with the understanding that they may be denied if there is a scheduling conflict;
17. to periodic monitoring by TFB Compliance Team to evaluate and maintain proper handling and use of food products;
18. that all invoices will be kept on file for one year and made available to TFB Compliance Team upon request;
19. to complete and submit a monthly activity report by the 10<sup>th</sup> of the following month;
20. to accept client referrals from TFB and/or other social service agencies;
21. to maintain regularly scheduled days and hours of operations, including posting a sign at the distribution site with the information and informing TFB if these days/hours of operations change;
22. that Religious Proselytizing cannot be discriminatory or onerous to the client, that the agency's primary purpose is to provide and make goods available to all eligible ill, needy, or infant individuals that are carried out without regard to religious preference;
23. that TFB products cannot be given to municipal programs or entities operated directly by a branch of government at any level (jails, prisons, hospitals, schools, etc. that are entities of a municipality);
24. that any program, even if sponsored by a 501(c)(3) church, may not provide TFB product to prison inmates (through Chaplaincy Programs), as this group does not satisfy the eligibility criteria;

25. that Agencies may not “thank” volunteers for their labor with TFB product. Instead, they should be treated as regular clients in line with no special treatment. This should be on a case by case basis of need only and not a regular supplement, as this may be construed as compensation;
26. to comply with all Food Basket policies and procedures regarding agency membership, as set forth by TFB and its Board of Directors;
27. that the Chief Executive will assume oversight responsibility for the conduct of authorized shoppers, record keeping, and distribution of all TFB items;

The above-named Agency hereby releases the original donor, Feeding America, and The Food Basket from any and all liabilities resulting from or relating to food and non-food items received by the Agency and agrees to hold the original donor, Feeding America, and The Food Basket harmless from any claims or obligations arising from or related to the donated items.

This agreement shall affirm that the original donor, Feeding America, and The Food Basket:

- are released by the Agency from any liabilities resulting from the donated goods;
- are held harmless from any claims or obligations in regard to the Agency or the donated goods; and
- offer no express warranties in relation to the donation of goods;

**I have read the Agency Partnership Agreement and understand, accept, and agree to all of the above terms. I understand that failure to follow the policies and procedures of The Food Basket will result in suspension and/or termination of partnership.**

**Agency**

Chief Executive Name \_\_\_\_\_

Chief Executive Signature \_\_\_\_\_ Date \_\_\_\_\_

**The Food Basket**

TFB Representative \_\_\_\_\_ Date \_\_\_\_\_