



# FREESTORE FOODBANK

## PARTNER AGENCY SETUP - PARTNERSHIP AGREEMENT

### Feeding America Partnership Agreement

This agreement made this \_\_\_\_\_, 20\_\_\_\_ by and between The Freestore Foodbank, Inc. (Freestore / Member), a 501(c)3 organization and member of Feeding America, and \_\_\_\_\_ (the Partner / Agency), a non-profit organization as determined by the Internal Revenue Service. Freestore and the Partner share a common mission of addressing hunger insecurity in our service area. Freestore will provide food and non-food products and services to support that mission. In order to provide these products and services, the Freestore must follow rules, guidelines, regulations, and laws established by various local, state, and federal agencies; manufacturers; donors; and Feeding America. The Partner agrees to comply with the following criteria for partnership with the Freestore; non-compliance with the following may result in partnership termination:

### Freestore Foodbank Partner Expectations

- I. Partners must acquire/maintain IRS non-profit 501(c)3 registration, or a non-profit status as otherwise determined by IRS regulations that does not require a 501(c)3 registration.
- II. Freestore product must only be distributed to the ill and/or needy as defined by IRS Reg. § 1.170A-4A(b)(2)(ii)(D).
- III. Freestore product may not be distributed to another program, agency, group, or organization for redistribution unless otherwise agreed upon by the Freestore.
- IV. Freestore product or services may not be sold/used in exchange for money, property, incentives or other product and services.
- V. Freestore product must be distributed free of charge to clients, with no suggested or implied donation amount, or of any volunteer requirement. Any client donations must be anonymous and unsolicited. Donation jars or canisters may not be used in the client distribution areas.
- VI. Freestore product or services may not be used for fundraising activities, such as banquets, bake sales or as a prize for games such as bingo.
- VII. Freestore product may not be opened or repacked unless items contained within product are individually packaged.
- VIII. Freestore product may be opened for use only in meal preparation and resealed only if the packaging allows.
- IX. Partners may not require, suggest or imply that clients need to accept the position of the partner on social, moral, religious, or political issues.
- X. Partners may not require, suggest, imply, or encourage clients to become a member of any organization, or participate in any religious service or programming as a condition for distribution or receipt of food or other products and services. Religious information or counseling may be provided only at the client's request.
- XI. Partners must have at least one on-site staff person or volunteer trained and certified in Safe Food Handling. Partner agencies are required to submit a copy of current certification to Freestore and to keep certifications current.



# FREESTORE FOODBANK

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- XII. Partners must be able to load, unload and transport product from the Freestore distribution center and/or delivery locations unless otherwise agreed upon under a separate written agreement.
- XIII. Partners are responsible to inform Freestore of any product discrepancies upon pickup or within forty-eight (48) hours of delivery.
- XIV. Partners must report information regarding distribution of product and client demographics monthly.
- XV. Partners must report any changes in address, contact information, programming or staff to the Agency Relations Department within two (2) weeks of change. The new contact person must attend New Member Orientation within the following month.
- XVI. Freestore Foodbank's logo shall be plainly posted in Partner's client distribution area confirming the partnership with Freestore.
- XVII. Partners will recognize Freestore Foodbank, when appropriate, in printed materials, on websites, in news releases and other media in regards to large scale food distributions in which Freestore Foodbank is involved

### **Feeding America Expectations of the Partner**

The Partner/Agency agrees to meet the following stipulations of Feeding America:

- I. The IRS eligibility requirements for receipt, storage, transfer, and use of donated Product under [Internal Revenue Code section 170\(e\)\(3\)](#)
- II. The safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations
- III. Willingness to adhere to additional donor stipulations
- IV. Willingness to abide by the policies, procedures, and record keeping requirements of the member
- V. That all items are accepted in "as is" condition
- VI. Agreement to pay any shared maintenance fees assessed
- VII. Agencies will not engage in discrimination in the provision of service, against any person because 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
- VIII. The Agency will allow the Member (Freestore) to monitor the Agency regularly
- IX. The original Donor, the Member (Freestore) and Feeding America are released by the Agency from any liabilities resulting from the donated product
- X. The original Donor, the Member (Freestore) and Feeding America are held harmless from any claims or obligations in regard to the Agency or the donated Product
- XI. The original Donor, the Member (Freestore), and Feeding America offer no express warranties in relation to the Product



# FREESTORE FOODBANK

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### Conditions of Partnership

- I. The Partner will use their Freestore Agency account on a regular and consistent basis. Agency accounts that are dormant or suspended for six (6) months may be put on hold for review and the possible termination of the Partnership Agreement.
- II. Freestore or the Partner may terminate this agreement, in writing, at any time with or without just cause.
- III. If either Freestore or the Partner terminates the partnership, any outstanding amounts on the Partner account must be paid in full within 30 days. Any credits on the Partner account will be issued via check to the address on file for the Partner.
- IV. This agreement supersedes any previous Partnership Agreement.

### Partner Agency Contact Information

Partner Agency Name: \_\_\_\_\_

Distribution Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_

Email Address: \_\_\_\_\_

Billing Address (If Different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_



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***Signatures and Date***

By signing below, the Partner and its representatives agree to comply with the above conditions and criteria for partnership with The Freestore Foodbank, Inc.

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***Partner Agency Director***

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Name	Signature	Date
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***Partner Agency Additional Contact (Optional)***

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Name	Signature	Date
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***Partner Agency Additional Contact (Optional)***

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Name	Signature	Date
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***Freestore Foodbank Representative***

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Name	Signature	Date
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