



FOOD DONATION RECIPIENT AGREEMENT

This FOOD DONATION RECIPIENT AGREEMENT (the "Agreement"), entered into as of _____ July 25 _____, 2022__ (the "Effective Date"), is by and between SFM, LLC, a Delaware limited liability company d/b/a Sprouts Farmers Markets ("Sprouts"), and _____ Feeding San Diego _____ (together with its agents and affiliates, the "Recipient").

RECITALS

A. WHEREAS, Sprouts desires to make donations to the Recipient from time to time of food and grocery products that may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions (the "Donations");

B. WHEREAS, Sprouts intends to make the Donations under the terms and conditions of 42 USC § 1791, also known as the "Bill Emerson Good Samaritan Food Donation Act of 1996", as may be amended from time to time (the "Act"); and

C. WHEREAS, the Recipient desires to receive the Donations, subject to the terms and conditions of the Act and this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows.

1. Donations.

a. The Recipient hereby agrees and acknowledges that all Donations received from Sprouts from time to time, if any, will be governed by the terms and conditions of the Act and this Agreement. The Recipient further acknowledges that Sprouts has no obligation to make any minimum amount of Donations to the Recipient.

b. The Recipient agrees and acknowledges that the Donations are provided by Sprouts in good faith, and Sprouts does not require anything of monetary value, nor any expectation thereof in the future, from the Recipient in exchange for the Donation.

c. The Recipient agrees and acknowledges that the Donations will ultimately and exclusively be used for or distributed to needy or ill individuals or infants in a manner related to the Recipient's exempt purpose, and the Recipient will not sell, trade, return, refund, transfer for money, other property, or services, or otherwise attempt to profit from the Donations.

d. The Recipient agrees to provide Sprouts with a validly issued and executed receipt upon acceptance of each Donation and shall execute and deliver such additional documents,

signatures, instruments, and assurances and take such further actions as may be reasonably required by Sprouts with respect to the Donations, including, but not limited to, a duly completed and validly executed IRS Form 8283 (Noncash Charitable Contributions) on an annual basis.

2. Status of the Recipient.

a. The Recipient is a “nonprofit organization,” as such term is defined by the Act, as it is an entity that incorporated or unincorporated entity that (i) is operating for religious, charitable, or educational purposes; and (ii) does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of the entity.

b. The Recipient was duly organized and operates exclusively for the exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code (the “Code”). The Recipient is currently eligible to receive tax-deductible contributions pursuant to Section 501(c)(3) of the Code and has taken no action that would jeopardize its status as a valid Section 501(c)(3) organization. The Recipient shall provide Sprouts any documentation or other information that Sprouts may reasonably request to verify its status as a valid Section 501(c)(3) organization and shall immediately inform Sprouts if its status as a valid Section 501(c)(3) organization is suspended or terminated.

3. Recalls. In the event the Donations, or any part thereof, are subject to a food recall, the Recipient hereby agrees to immediately destroy all items subject to such recall appropriately. If Sprouts learns of such a recall, it will post such recall information to its website located at www.sprouts.com/recalls and use commercially reasonable efforts to inform the Recipient of such recall using the contact information provided by the Recipient below.

4. Storage and Handling. The Recipient agrees that the contents of the Donations will be stored and handled appropriately in accordance with applicable law, manufacturers’ specifications, and proper food handling best practices, and its personnel are trained in safe handling and storage of donated foods.

5. Indemnification. In consideration of the Donations, the Recipient agrees to indemnify, defend, and hold harmless Sprouts and its officers, directors, employees, agents, affiliates, attorneys, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, the “Losses”), that are incurred by Sprouts arising out of any third-party claim relating to the Donations, including, but not limited to food recall and other food safety issues, negative reputation effects, and any other legal and/or medical liabilities, including an injury to or death of an ultimate user or recipient, resulting from the Donations, whether or not such claim arises from any alleged act or negligence of Sprouts or its related parties; provided, however, that the Recipient’s indemnification obligations hereunder shall not apply to Losses arising from the gross negligence or intentional misconduct of Sprouts.

6. Insurance. The Recipient agrees to maintain due and proper insurance coverage for the term of this Agreement and for one year thereafter for risks arising from the Donations provided by Sprouts. The insurance shall include general liability insurance and have per occurrence and aggregate limits of no less than \$1,000,000. The Recipient agrees to inform Sprouts of any material changes in its

insurance coverage. At the request of Sprouts, the Recipient shall provide documentation evidencing this insurance coverage and name Sprouts as an additional insured under such policy.

7. Term and Termination. The term of this Agreement shall be one year from the Effective Date and shall automatically renew for successive one year terms unless either party provides written notice of termination within 10 days of the then current term. Notwithstanding the foregoing, either party may immediately terminate the Agreement for any or no reason upon written notice to the other party.


8. Entire Agreement; Amendments. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

9. Assignment. The Recipient may not assign this Agreement or any part thereof without the prior written consent of Sprouts.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

SPROUTS

By:  _____

Name: Justin Kacer

Title: Sustainability Manager

Address: 5455 E. High Street, Phoenix AZ 85054

Phone: 602-682-1472

RECIPIENT

By: Kate Garrett

Name: Kate Garrett

Title: Food Rescue Manager

Address: 9477 Waples St. Ste 100 San Diego, CA 92121

Phone: 619-654-8385

Email: kgarrett@feedingsandiego.org