



AGENCY PARTNER AGREEMENT AND RELEASE OF LIABILITY

Valid from July 2021 to September 2022

This Agreement is between **Feeding San Diego (FSD)** and _____.
Agency Name

As an agency partner of FSD, the organization named above agrees to comply with all FSD policies and procedures as outlined in the current FSD Agency Handbook, including those policies and procedures outlined in this agreement.

The agency partner affirms that they are:

- A 501(c)(3) organization, wholly-owned by a 501(c)(3) organization or qualifies as a Church for exemption under 501(c)(3) of the Internal Revenue Code.
- Not a private foundation, even if it has exemption under section 501(c)(3) of the Internal Revenue Code.
- Incorporated for the purpose of serving the ill, needy, or infants or qualify as a Church for exemption under 501(c)(3) of the Internal Revenue Code, and place emphasis on serving need clients.

The agency partner agrees:

- That the IRS eligibility requirements for receipt, storage, transfer, and use of donated Product under section Internal Revenue Code 170(e)(3) which includes not selling, transferring, bartering or offering for sale the items supplied by FSD in exchange for money, property or services, or otherwise allow the items to reenter commercial channels will be upheld;
- To the safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations, and FSD Agency Handbook standards;
- To adhere to additional donor stipulations;
- To abide by the policies, procedures, and record keeping requirements of FSD;
- That all items are accepted in "as is" condition;
- To pay the handling fees assessed by FSD
- To 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;
- To allow FSD to monitor the agency partner regularly;
- That in the event of a disaster, agency partner will operate as a location for emergency food resources above and beyond normal operational hours, if safe and able to do so
- The original Donor, FSD and Feeding America are released by the Agency from any liabilities resulting from the donated Product.
- The original Donor, FSD and Feeding America are held harmless from any claims or obligations in regard to the Agency or the donated Product.
- The original Donor, FSD and Feeding America offer no express warranties in relation to the Product.



- Will not redistribute food to any other entity, including other charities or religious organizations, nor distribute food at any site or program except those approved in writing by FSD.

To be completed by Feeding San Diego (FSD):

The Agency named above operated the following food distribution models (check all that apply) and agrees to comply with any and all local, state and federal regulations specific to these types of distributions, including the guidelines listed in the FSD Agency Handbook:

- Pantry Program
- Large Scale Distribution
- Meal or Grocery Delivery
- On- Site Meal Program
- Residential Program
- Multi-site Program (see attached listed of approved partners)

The agency partner named above has been approved by Feeding San Diego to access food through the following sources and will abide by all program requirements as listed in any corresponding trainings and handbooks:

- Agency Express 3 (pick-up and delivery)
- Mobile MarketPlace
- Standing Order
- Food/Retail Rescue (see attached document for store assignments)
- FoodShare (see attached document for store assignments)
- Redistribution with other FSD Partners

In accordance with this Agreement, I understand:

- A. Either Party can terminate partnership effective immediately, with or without cause, upon notification to the other Party.
- B. The agency partner will be considered inactive, if not ordering or receiving product, or participating in food rescue/FoodShare from FSD for a minimum of one (1) year. At this one year mark, this inactive status signifies partnership termination. The agency partner may reapply for partnership with FSD by submitting a new partner application and upon approval after completing the agency partner application process.
- C. If at any time an agency feels they have been wrongly terminated, the agency's Chief Executive Office/ Executive Director/ Pastor may file a grievance as outlined in the Agency Handbook.

By executing this Agreement, the agency partner hereby authorizes FSD to enter into, on behalf of the agency partner, any and all agreements or other legal documents with any donor that such donor may require in connections FSD's and/to the agency partner's participation in such donor's program, which agreements and other legal documents may include, but are not limited to including, the following in favor of the donor,: waivers, releases of liability, disclaimer acknowledgements, indemnities, obligations related to participation in the donor's program, and stipulations regarding storage, handling, use and distribution of donated products. Any such agreement or other legal document entered into by FSD on behalf of agency partner will be binding with full legal force and effect on the agency partner. Agency partner shall fully comply with the terms thereof and indemnify, defend and hold harmless FSD for any non-compliance on the part of the agency partner.



All FSD policies and procedures, including those outlined in this agreement and Agency Handbook are subject to change without notice. All current FSD policies and procedures can be found in the current Agency Handbook, which can be accessed by visiting the distribution partner section of www.feedingsandiego.org.

Signing below, on behalf of the agency named above, I certify that I accept and agree to abide by all terms, conditions, policies, and procedures outlined by FSD in the current Agency Handbook, including those outlined in this agreement. This agreement is binding through the end of the month provided in the agreement terms, at which time, all agency partners will be required to sign a new agreement and liability release. Please note that prior partnership does not guarantee future partnership.

Signature of Agency Partner Chief Executive/Executive Director/Pastor

Date

Print Name of Agency Partner Chief Executive/Executive Director/Pastor

Print Title

To be completed by Feeding San Diego (FSD):

Signature of FSD Director of Programs

Date

FSD Director of Programs