



Food Recovery Agreement

The Food Recovery Agreement outlines the terms, conditions, and expectations between the following organizations to execute an Edible Food Recovery partnership:

Polo Steakhouse (the "Donor" or "Food Generator", and its store locations, see Addendum B)
and

Feeding San Diego (the "Food Bank" or "Food Recovery Organization", and its authorized "Agency Partners", see Addendum A)

Donor name: Polo Steakhouse
Donor address: 4480 Avenida Encinas Carlsbad CA 92008
Donor phone: 760-930-9100
Donor email: feliciano@polocarlsbad.com

Food Bank name: Feeding San Diego
Food Bank address: 9477 Waples St. Ste 100 San Diego, CA 92121
Food Bank phone: (858) 452-3663
Food Bank email: fooddonation@feedingsandiego.org

The Donor and Feeding San Diego agree to establish and follow guidelines regarding the donation category, quality, volume, safety, and pickup schedule. Both parties agree to notify each other in advance if the pickup schedule is impacted due to delays, lack of product or staff availability, holiday and/or miscellaneous closures, etc.

1. The Donor agrees, to the best of their ability, to do the following:

- a) Contact Feeding San Diego as donations become available
- b) Review donation guidelines with staff and provide only donations not precluded under guidelines.
- c) Prepare donations before the pickup window begins.
- d) Stage donations in food grade containers in accessible, food safe areas before the pickup window begins.
- e) Acknowledge and begin assisting Feeding San Diego within 20 minutes of its arrival within the pickup window.
- f) Assign staff member(s) to communicate Feeding San Diego's arrival and arrange gathering of donations into one conveniently accessible loading area.

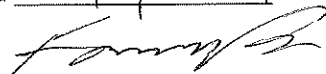
2. Feeding San Diego agrees, to the best of their ability, to do the following:

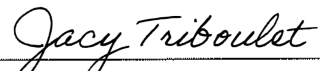
- a) Ensure Feeding San Diego staff, volunteer(s), Agency Partners picking up donations are trained in safe food handling.
- b) Maintain the prearranged schedule/appointment and arrive within the pickup window.
- c) Wear easily recognizable clothing and/or identification.
- d) Use active or passive (thermal blankets and/or coolers) temperature control while transporting perishable donations.
- e) Provide donation acknowledgement at pickup.
- f) Weigh and record all donations received.

- g) Provide donation volume summaries annually or upon request.
- h) Communicate any changes to General Guidelines in a timely manner.

Either party may decline to accept or offer donations, which do not fit the terms of the agreement. This is a non-binding agreement and either party may reevaluate or end the partnership at any time.

As a donation partner in the Edible Food Recovery program, the Donor named agrees to the responsibilities outlined above.

Dated 2/1/2024
By 
Signature (Donor Representative)
Feliciano Perez
Print Name

By 
Signature (Feeding San Diego Representative)
Jacy Triboulet 03.28.24
Print Name

Addendum A

Feeding San Diego oversees a network of Agency Partners that are authorized to pickup from Donor on their behalf. Feeding San Diego holds separate Agency Partner agreements inclusive of the following eligibility and documentation. For more details on Feeding San Diego and Agency Partner agreements please refer to Feeding San Diego.

- All Agencies receiving donated Products must be a 501(c)(3) organization, wholly-owned by a 501(c)(3) organization or a Church
- Must be incorporated for the purpose of serving the ill, needy, or infants or be a Church, and place emphasis on serving needy clients;
- Must distribute donated Product free of charge for use by the ill, needy, or infants limited to distribution and use in the United States and Puerto Rico. May not sell or use donated Product in exchange for money, other property, or services.
- Must keep records which accurately reflect the total amount of Product received;
- Must ensure the safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations;
- 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;
- The Agency will allow Feeding San Diego to monitor the Agency regularly;

The Agency Partners that are authorized to pick up on behalf of Feeding San Diego in relation to the Donor include:

