



## Partner Organization Once Annual Order Agreement

Organization Name/Agency # \_\_\_\_\_

By applying to order food for a special event from the Redwood Empire Food Bank (REFB), the Partner Organization agrees to abide by the following REFB policies and requirements:

1. The Partner Organization meets the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(c)(3). The Partner Organization certifies it is an established, federally tax exempt 501(c)(3) organization, or wholly-owned by a 501(c)(3) organization or an established church; and it must be incorporated for the purpose of serving the ill, needy or infants (minor children).
  - The Partner Organization may not be a private foundation, even if it has a 501(c)(3) exemption.
2. The Partner Organization certifies it will not engage in discrimination, in the provision of service, against any person because of race, color, creed, citizenship, religion, ancestry, marital status, sexual orientation (including gender identity), national origin, age, sex, disability, unfavorable discharge from the military or status as a protected veteran.
3. The Partner Organization certifies it will not collect fees, donations or exchange of services, nor require client participation in activities of any kind, including religious services, for products received from the REFB.  
**No donation can be permitted within the area of the food distributed whether the food is from REFB or not.**
4. The Partner Organization will not use REFB products for fundraising of any kind.
5. Partner Organization may not share, trade, barter, or redistribute REFB products.

6. The Partner Organization agrees to pay its shared maintenance charges based on the terms established by the REFB invoice. No personal checks are accepted.
7. The Partner Organization agrees to a pre-inspection of event location if deemed necessary, as if food is to be cooked/prepared for said event.
8. If foods are to be prepared and served as a meal, the Partner Organization agrees to have a current Food Handler Certificate holder present at time of delivery, food set up, preparation/cooking and service.
9. The Partner Organization agrees that it will only distribute REFB products to programs or individuals residing in their own county.
10. The Partner Organization must properly store, refrigerate and handle (in accordance with Federal, State and local health regulations) REFB products to ensure that these products remain in good condition from the point they are accepted from the REFB until distributed/served to people by the Organization, including required temperature controlled transport.
11. The Partner Organization agrees to use REFB products only in a manner relating to the expressed mission and tax-exempt status of the Organization's food program. Partner Organizations may not give food to volunteers that do not qualify for pantry or soup kitchen services. No personal shopping is permitted.
12. The Partner Organization certifies that it will abide by federal, state and local law, including all applicable statutes and regulations; and will adhere to additional donor stipulations if present.
13. Partner Organization must maintain food bank receipt(s) for 1 year.
14. Partner Organizations may not collect Social Security numbers, copy IDs or gather any other sensitive information.
15. All items shall be accepted in "as is" condition.

The Partner Organization recognizes that all Redwood Empire Food Bank donations are accepted under the legislative guidelines as outlined in the Bill Emerson Good Samaritan Food Donation Act of 1996 which states that: "A non-profit organization shall not be subject to civil or criminal liability arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product that the non-profit organization received as a donation in good faith from a person or gleaner for ultimate distribution to needy individuals."

By signing this agreement, the Partner Organization agrees to waive any and all rights it may have in relationship to liability on the part of the Redwood Empire Food Bank, Feeding America and the original donor, for the quality and edible nature of the food it has received from the REFB. Also, Redwood Empire Food Bank, Feeding America and the original donor will be held harmless from any claims or obligations in regard to the Partner Organization or the donated goods; and the aforementioned will offer no express warranties in relation to the gift of goods.

I, the undersigned, have read, reviewed, understand and agree to the Redwood Empire Food Bank policies as described above. I understand a violation or a loss of confidence on the part of the REFB that the policies or conditions of this agreement are being adhered to may result in the loss of REFB privileges. I understand that this agreement is voluntary and either party may terminate the agreement by notifying the other party.

I certify that all the information provided in this Partner Organization application is correct to the best of my knowledge.

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Signature, Partner Organization ED/CEO/Event Leader                      Date

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Print Name/Title of Organization representative who signed this agreement

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REFB Representative Name/Title Print & Sign    Date