

Shared Harvest Foodbank, Fresh Foods Level 2 Member Agency Agreement

Organization Name: _____

Location Address: _____

City: _____ County: _____ Zip: _____

The member agency identified above does agree and will comply with the following criteria as a member of Shared Harvest Foodbank:

1. Has current 501(c) 3 tax exempt status with the Internal Revenue Service.
2. Has been operational for six months or longer.
3. **Will not sell**, transfer, barter or offer for sale any fresh foods supplied by Shared Harvest Foodbank in exchange for money, property or services, or otherwise allow the product to re-enter commercial channels for sale to the general public through flea markets, thrift stores or any other venue.
4. **Will not sell** any fresh foods supplied by Shared Harvest Foodbank or retail rescue partners to any of its employees or volunteers.
5. Will serve fresh foods directly to the needy, ill or infants at no charge in the form of meals for consumption on site or at home, or bags of groceries for preparation at home.
6. Have read and will comply with the policies and guidelines of membership with Shared Harvest Foodbank.
7. Will notify Shared Harvest Foodbank, in writing, of any staff or organizational changes.
8. Any new staff or volunteers who will interact with the foodbank must attend an orientation before they can place an order for fresh foods.
9. Will not use any fresh foods supplied by Shared Harvest Foodbank or retail rescue partners for fundraising activities, such as banquets, bake sales or as prizes for games such as bingo.
10. Meets all required local, state and federal laws regarding food preparation and/or distribution.
11. Keeps adequate records of people served for at least five years.
12. Keeps pick up appointments at the foodbank or will notify Shared Harvest 24 hours in advance of the appointment to request a change in date or time.
13. If receiving produce directly from Shared Harvest Foodbank:
 - Has 'And Justice for All' poster displayed in waiting area.
 - Will only use the Eligibility to Take Food Home form in the format provided by Shared Harvest Foodbank.
 - Will have clients sign an 'Eligibility to Take Food Home' form each time they receive produce from the food pantry.
 - Will require a picture ID and proof of residency (current utility bill, phone bill, rent receipt etc.) of all clients receiving produce.
14. Files statistical reports by the 15th of the month follow the month to which the report pertains.
15. Maintains active membership in only one Feeding America Foodbank.
16. Allow Shared Harvest representatives reasonable access for site reviews.
17. Will not refuse services to any person requesting help on the grounds of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
18. Willingness to adhere to additional donor stipulations.
19. That all items are accepted in "as in" condition.
20. That the **original donor, Shared Harvest Foodbank, Ohio Association of Foodbanks and Feeding America:**
 - i. Are released by the Member Agency from any liabilities resulting from the donated goods;
 - ii. Are held harmless from any claims or obligations in regard to the Member Agency or the donated goods; and
 - iii. Offer no express warranties in relation to the gift of goods.

Signature of Member Agency Director

Date

Signature of Agency Relations Director

Date