



EXTRA HELPINGS AGREEMENT

This agreement is between (Agency name) _____ (“Agency”) located at (Agency address) _____ and the Los Angeles Regional Food Bank (“Food Bank”) located at 1734 E. 41st Street Los Angeles, California 90058.

The Agency agrees:

1. To have current ruling Letter of Determination from the Internal Revenue Service IRS 501 (c) (3) (not a private 501c3 foundation) and California Franchise Tax Board 2370(1) (d) verifying tax exempt status. Agency acknowledges that it intends to comply with the restrictions on the use and transfer of donated property, as described in Section 170(e) and any amendments to the code.
2. To provide the Food Bank with copies of documents described above.
3. To serve the needy, ill, or infants as defined by IRS Code Section 501(c)(3) and tax court interpretations (In California, infants include individuals up to the age of 18).
4. To abide by all applicable federal, state and local laws, rules and regulations.
5. Not to discriminate with respect to clients on the basis of race, sex, age, color, national origin, religion, sexual preference, veteran status, marital status, disability or medical condition.
6. To ensure that the agency and its representatives treat all clients, volunteers, staff, donor representative(s) and Food Bank representatives in a professional manner in demeanor, language and actions.
7. Agency cannot request or require donations from clients. Agency cannot request or require clients to exchange service time for food or other items received from the assigned Extra Helpings donor(s).
8. To ensure that agency staff and/or volunteers only receive food and other items obtained through the Extra Helping program if they are considered low-income. Staff and/or volunteers receive the same food items and number of food items as all other clients. Staff and/or volunteers will not receive preferential treatment and are not allowed to select their own items.
9. Not to directly or indirectly sell, exchange, barter, transfer or charge a fee of any kind for food or other items received through the Extra Helping program. Not to share food or other items received from the Food Bank with any other non-profit or religious organization without prior written approval from the Food Bank.
10. Not to proselytize in conjunction with the agency’s food distribution.
11. To keep documented records as to the use of food and other items received from the Extra Helping program and participants served. Documents kept on site: 1) Extra Helping receipts 2) Client sign-in sheet. These records are subject to periodic review by representatives of the Food Bank and donors of the Food Bank.

12. To distribute food only according to established food distribution schedule. Additional distributions must be pre-approved by Food Bank in writing.
13. To inform the Food Bank in writing of any changes of name, address, telephone number, type of service, stated purpose, or contact person before change takes effect.
14. To permit periodic on-site inspections by the Food Bank’s representatives at Food Bank discretion with or without notice. To permit periodic on-site inspections by food donors or government agencies with or without notice.
15. Agency will adhere to set pick-up schedule from each donor. Agency will notify the Los Angeles Regional Bank immediately if the agency will no longer be able to pick up items the assigned donor(s).
16. To provide and utilize cold and dry storage space to ensure the integrity of the food until it is used and/or distributed. Agency must store items according to suggested manufacture temperatures to ensure safety of food. Agency will store food and other items received through the Extra Helping Program at the agency’s distribution location unless otherwise approved in writing by the Food Bank.
17. Not to distribute food and other product received from the Extra Helping program outside of Los Angeles County.
18. Agency must have at least one agency representative who has successfully completed the California Food Handler course or ServSafe Food Handler’s course.
19. Agency will transport perishable items at a safe temperature. Agencies not transporting in a refrigerated truck will utilize an insulated blanket when transporting perishables from donor to agency site.
20. To obtain and keep in force a liability insurance policy naming the Food Bank as an additional insured. To execute and deliver to the Food Bank any liability releases that the Food Bank may require.
21. Agency agrees to record all donations in Donation Receipts and enter the pounds into MealConnect reporting platform within 24 hours of a pickup.
22. Agency agrees to abide by all policies above and understands that failure to do so may lead to immediate program suspension or termination.

ANY VIOLATION OF THIS AGREEMENT MAY SUBJECT AGENCY TO IMMEDIATE TERMINATION.

***** I Accept and Agree to All of the Terms *****

| | |
|--|------|
| Chief Executive (e.g. Executive Director, Board President, Pastor, etc.) | Date |
|--|------|

| | |
|-------------------------------|-------------|
| Print Name of Chief Executive | Print Title |
|-------------------------------|-------------|

For Los Angeles Regional Food Bank:

| | |
|--|------|
| Michael Flood, President/CEO (or designee) | Date |
|--|------|



Fighting Hunger. Giving Hope.

Liability Release

The undersigned authorized agent of _____
(Agency Name)

(Herein referred to as "Agency") hereby warrants that the following release and indemnity will apply during any and all periods in which said agency receives assorted foods or other items from the Los Angeles Regional Food Bank ("Food Bank"). Said agency warrants that its authorized representative upon delivery will duly inspect the donated food and other items to ensure all items are found fit for human consumption. It is further agreed that:

1. Agency accepts the donated food and other items "as is."
2. Food Bank, Feeding America and the original donor expressly disclaim any implied or express warranties that said donated food and other items are fit for human use or consumption.
3. Agency releases Food Bank, Feeding America and original donor from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of Food Bank. Agency further agrees to indemnify, defend and hold Food Bank free and harmless from and against all and any liabilities, damages, losses, claims, causes of action, suits at law or in equity or any obligation whatsoever and all costs and expenses including attorney's fees arising out of or attributed to any action of agency in connection with agencies storage or use, including distribution of donated food.

ANY VIOLATION OF THIS AGREEMENT MAY SUBJECT AGENCY TO IMMEDIATE SUSPENSION OR ERMINATION.

***** I Accept and Agree to All of the Terms *****

For Agency:

Signature of Chief Executive (e.g. Executive Director, Pastor, etc.)

Date

Print Name of Chief Executive

Title

For Los Angeles Regional Food Bank:

Michael Flood, President/CEO (or designee)
Los Angeles Regional Food Bank

Date