



HAWAII FOODBANK KAUAI BRANCH

PARTNER AGENCY AGREEMENT



Agency Name: _____

Address: _____

Chief Executive: _____

(e.g. Executive Director, Board President, Sr. Pastor)

IN ORDER TO DRAW UPON THE RESOURCES OF THE HAWAII FOODBANK, INC.
(Foodbank), _____ (charity name) AGREES:

1. to have a current 501(c)(3) determination letter from the IRS **OR** meet the IRS requirements for classification as a church **OR** be in good standing under the umbrella of a parent organization, which holds a 501(c)(3) status and is not a private foundation;
2. that all Foodbank food will be solely and exclusively provided only to needy individuals and/or households, and not be for personal use or given to other organizations;
3. to serve food, free of charge, directly to its clients in the form of meals and/or food boxes to the ill, needy, or infants (minor children) limited to distribution and use only on Oahu/Kauai;
4. to not sell, transfer, barter or offer for sale the items obtained at the Foodbank in exchange for money, property or services, or otherwise allow the items to enter any commercial channels;
5. to not engage in seeking monetary donations at the immediate time and place of distribution;
6. to not use any Foodbank food to encourage donations;

7. to not store and distribute food products from a location that is an individual's residence (food pantries only);
8. to have safe and adequate refrigeration, freezer and storage space to insure the wholesomeness of food that is stored and distributed;
9. to have safe and proper handling of donated or purchased goods, which conforms to all local, state and Federal regulations;
10. willingness to adhere to additional donor stipulations;
11. that all items are accepted in "as is" condition;
12. will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, and disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran;
13. volunteers interacting directly with clients will need to receive Annual Civil Rights Training;
14. to be licensed as a food service establishment according to the provisions and guidelines of the State Department of Health; at least one member will need to receive Food Safety Training; provide a copy of completed Food Safety certification to Hawaii Foodbank;
15. to pay the Foodbank a Shared Maintenance Fee: to partially cover the costs of soliciting, collecting, storing, inspecting, and distributing millions of pounds of food each year, currently set at \$.18 per pound; recipients can never be charged for food;
16. that all transactions must be paid with an agency check;
17. to pay your account balance no later than 15 days after receipt of itemized monthly statement;
18. to periodic monitoring by a Foodbank representative so that there is a mutual evaluation of the relationship and the use of food products;

19. that there are no express warranties in relation to the food and/or products received from the Foodbank;
20. this agreement shall affirm that the original donor, the Hawaii Foodbank, and Feeding America:
 - a. are released by the Agency from any liabilities resulting from the donated goods;
 - b. are held harmless from any claims or obligations in regard to the Agency or the donated goods; and
 - c. Offer no express warranties in relation to the gift of goods.
21. to release the original donor, Feeding America, and the Foodbank from any liability resulting from the condition of the donated food and further agree to indemnify and hold the original donor, Feeding America, and the Foodbank free and harmless against any and all liabilities, damages, losses, claims, causes of action and suits of law or equity or any obligation whatsoever arising out of or attributed to any action of said agency or personnel employed by said agency in connection with its storage and use of the donated food;
22. that all invoices will be kept on file for one year and made available to Foodbank monitors upon request;
23. to comply with all Foodbank policies and procedures regarding agency membership, as set forth by the Foodbank and its Board of Directors;
24. to complete and submit a monthly activity report by the 15th of the following month;
25. to accept client referrals from the Foodbank and/or other social service agencies;
26. that the Chief Executive will assume oversight responsibility for the conduct of the authorized shoppers, record keeping, and distribution of all Foodbank items.
27. Agencies may not "thank" volunteers for their labor with HFB product. Instead, they should be redirected to other nearby pantries;
28. Emergency Need by Agency staff/volunteer may be given on an incident by incident basis of need only , and not as a regular supplement, as this may be construed as compensation;

29. HFB products may not be used for the purpose of fundraising either as prepared food (such as spaghetti dinners or bake sales) or as prizes/incentives;
30. Religious Proselytizing cannot be discriminatory or onerous to the client, that the agency's primary purpose is to provide and make goods available to all eligible ill, needy, or infant individuals that are carried out without regard to religious preference.
31. HFB products cannot be given to municipal programs or entities operated directly by a branch of government at any level (jails, prisons, hospitals, schools, etc. that are entities of a municipality)
32. Any program even if sponsored by a 501(c)(3) church, may not provide HFB product to prison inmates (through Chaplaincy Programs) as this group does not satisfy the eligibility criteria.
33. Agencies must maintain regularly scheduled days and hours of operations, including posting a sign at the distribution site with the information and informing HFB if these days/hour of operations change. This will ensure that HFB can keep this information updated on Aloha United Way's 211 hotline.

I have read the Agency Membership Agreement and understand, accept and agree to all of the above terms. I understand that failure to follow Foodbank policies and procedures will mean suspension and/or termination of membership.

AGENCY

Chief Executive's Name and Signature Date

Feeding Program Manager's Name and Signature Date

HAWAII FOODBANK, INC.

President/ Vice President's / Monitor Representative Signature Date