

## MEMBER AGENCY AGREEMENT

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This agreement is entered into on this date \_\_\_\_\_ between Tri-State Food Bank, Inc. hereinafter referred to as TSFB and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as the “Agency” for the following program(s):  Pantry  Soup Kitchen  Shelter  Day Care  Other \_\_\_\_\_ (check all that apply.)

### Terms of the Agency Agreement:

The Agency agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions are violated, TSFB has the right, without further investigation, to stop distributing product to the agency and/or follow processes outlined in the Corrective Action, Suspension, Termination and Grievance Policies as documented in the Membership Guidelines – Agency Handbook until the term(s) or condition(s) can be met:

**1. IRS Eligibility Requirements:** The Agency agrees that it meets the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section 170(e)(3) of the IRS code, as stated below:

**A. 501(c)3 or “Church”/Religious Organization:** The Agency agrees that it is incorporated as a 501(c)3 Non-profit entity or is considered a “church” as defined by the IRS. Food Co-Ops are not eligible.

*Check the type of organization that the agency will qualify as:*

- 501(c)3 Non-Profit  
 Church (as defined by the IRS)/Religious Organization

**B. Purpose of Incorporation and Service:** The Agency agrees that it is established to provide services to the ill, needy, or infants as described in IRS code section 170(e)3.

**C. Distribution without charge:** The Agency agrees that it will distribute the products (food and non-food items) obtained from TSFB free of charge (monetary, volunteer hours, services or otherwise.)

- D. Recipients of Distributed products:** The Agency agrees that it will distribute products only to recipients who qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3.
- E. Use of Donated Products:** The Agency agrees that it will not use products in exchange for money, other property or services. The Agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)3 and any amendments to the Code.
- F. Bartering, Selling and Fundraising:** The Agency agrees that it will not barter, sell or use for fundraising purposes any products obtained from TSFB.
- 2. Storage and Handling of Products:** The Agency agrees that it will safely store, handle and distribute products in a manner that conforms to all local, state and federal regulations, and will maintain current licenses as required by local, state and federal regulations.
- 3. Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
- 4. Policies and Requirements:** The Agency agrees to abide by the policies, procedures, and record keeping requirements of TSFB as described in the Agency Handbook.
- 5. “As Is” Condition:** The Agency agrees that it will accept all products received from TSFB in “as is” condition.
- 6. Payment of Fees:** The Agency agrees to pay any applicable Purchased Product, Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from TSFB as stipulated by the terms and conditions outlined in the Agency Handbook.
- 7. Discrimination:** The Agency agrees that it 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.
- 8. Monitoring:** The Agency agrees to allow representatives of TSFB, donors and government agencies to inspect and audit all facilities and vehicles where products received from TSFB are received, stored and distributed, with or without notice.

- 9. Liability Release Form:** The Agency agrees to execute and submit to TSFB the Liability Release Form and any other liability release forms that TSFB may require at any time.
- 10. Food Safety:** The Agency agrees that at least one staff person be trained in food safety from a food safety training course approved by TSFB. All soup kitchens are required to have at least one person trained in food safety and sanitation present during meal preparation.
- 11. Corrective Action, Suspension, Termination and Grievance Policy:** The Agency agrees to abide by the Corrective Action, Suspension, Termination Grievance Policies documented in the Agency Handbook.
- 12. Active/Inactive Agency Designation:** The Agency agrees that it will obtain products from TSFB at least every 180 days to be deemed an Active Agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from TSFB. The Agency agrees that it will complete the agency application process again, prior to being reinstated as an Active Agency and allowed to obtain products from TSFB.
- 13. Access to One Feeding America Member Food Bank:** The Agency agrees that it will receive food from no other Feeding America Member Food Bank except TSFB.
- 14. Termination of Agency Agreement:** The Agency or TSFB can terminate this agreement, with or without cause, at any time with a 30 day written notice.
- 15. Multiple Locations:** The Agency agrees that it may receive and store product from TSFB at multiple locations if:
1. All locations individually meet the requirements of this agreement, and
  2. all locations have been inspected, and
  3. all locations are approved by TSFB prior to receiving and distributing food.
- 16. Public Outreach:** The Agency agrees to post its service days and times outside its facility in plain view of the public. The Agency will make best efforts to reach more of the public by listing services and other informational materials on the agency's website and other media outlets. A link to TSFB's site listing available agencies is also recommended.
- 17. TSFB Agency Handbook:** The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by TSFB Membership Guidelines – Agency Handbook.

**18. Area of Distribution:** The Agency agrees that it will distribute products received from TSFB exclusively in \_\_\_\_\_ County in the State of \_\_\_\_\_.

**19. Authorized Agent:** The Agency agrees to have an authorized agent(s) pick-up or receive products from TSFB. The Agency also agrees to provide TSFB a list of authorized agents and to contact TSFB immediately when a change is made to that list.

**The Agency's authorized representative's signature below confirms that the Agency has accepted and agreed to abide by all terms of this agreement.**

**Agency Signature:**

\_\_\_\_\_  
*Signature (must be signed by the highest authority in the organization, who is responsible for any and all actions of the organization)*

\_\_\_\_\_  
*Print or Type Name and Title of representative who signed this agreement*

\_\_\_\_\_  
*Date*

**TSFB Signature:**

\_\_\_\_\_  
*Signature*

Heather Owens    Director of Agency Relations and Programs  
*Printed Name and Title*

\_\_\_\_\_  
*Date*