



10525 J Street Omaha, NE 68127
Phone: 402-331-1213
Web: www.FoodBankHeartland.org

Partnership Terms and Conditions Agreement

Date:

Agency Partner#:

Agency Partner Name:

Contact Name:

Mailing Address:

Distribution Address:

Terms and Conditions of Membership

This document is an agreement between _____ referred to as “agency” and Food Bank for the Heartland referred to as “FBFH”.

The Terms and Conditions of agency membership govern an agency’s membership in The Food Bank network. An agency must be willing and able to adhere to the Terms and Conditions in order to become a member and to maintain membership. The Terms and Conditions are designed to protect the interest of those who donate to our network and to ensure the integrity of the emergency food distribution network.

All information contained in the Agency Partner manual is part of Food Bank for the Heartland’s expectations for Terms and Conditions of Membership.

The following items are the criteria for being an Agency Partner of Food Bank for the Heartland. The Agency:

- Must provide food for an underprivileged or underserved population
- Must be a 501(c)3 not-for-profit organization or qualify under the IRS Church Qualifier
- Will not sell, transfer, barter, or offer for sale the items supplied by FBFH in exchange for money, property, or services
- Agrees that it meets and will meet the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3).
- Will not use product from FBFH for personal use of agency staff or volunteers
- Will not store, prepare, or distribute product from FBFH at a location not authorized by FBFH
- Will not distribute or store product out of a person’s home
- Must have responsible personnel who are accountable for record keeping and inventory control
- Must keep records of food from FBFH at the site of distribution for a period of three years
- Must have proper and adequate physical storage space
- Must agree to distribute to individuals directly and not to another organization.
- Must operate regularly scheduled hours and be open at least twice a month for a minimum of two hours each time
- Must pass a site inspection prior to approval and once a year after that
- Must have the ability and willingness to access and submit information via the internet
- Must be willing to pay shared maintenance handling fees and delivery fees at prevailing rates
- Must utilize sign-in sheets or another tracking system to keep track of the individuals served
- Must establish your own criteria for the individuals you serve; however, criteria must consistent and be posted at your pantry/feeding site
- The Agency agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations
- Must have one agency staff member or volunteer complete Food Safety Training
- Agrees to adhere to additional donor stipulations
- Agrees that it will not engage in discrimination, in the provision of service against an person because 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
- Must order and distribute a minimum of 4,000 pounds per calendar year

- Must submit quarterly reports to Food Bank for the Heartland by the 15th of the month following each quarter

Agreement of Indemnity

- Agency agrees to accept all items in “as is” condition
- Food Bank for the Heartland, Feeding America, and the original donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity of fitness for consumption of any or all donated items.
- Agency hereby releases the original donor, Feeding America, and Food Bank for the Heartland from any liability resulting from the donated food/products and holds them harmless from any and all liabilities, claims, losses, causes of action, suites of law or iniquity, or any obligations in regard to the agency partner or the donated goods.

Non-compliance

If an agency does not comply with the Membership Terms and Conditions and the contents of the Agency Manual, Food Bank for the Heartland may interrupt service to the agency temporarily or suspend the agency entirely, depending upon the severity of the violation. We recognize that these consequences may adversely impact your clients. While our goal is to ensure that clients have access to the food they need, we must maintain the integrity of our network in order to ensure its long-term viability. Any actions taken to suspend or remove an agency for membership will receive written notification. Food Bank for the Heartland reserves the right to suspend or terminate any participating program/agency due to complaints of questionable activity or procedures.

The following list provides examples of a range of violations:

- Agency is delinquent in payment of the handling fees
- Proper records are not maintained at the program site
- Donated food or other products are improperly stored, refrigerated, or transported
- Donated food is used in a manner that is not consistent with this Agreement
- Donated food or other products are exchanged for money, property, or services
- Donated food or other products are removed from the program site for private use by program staff or volunteers

Grievance Policy

If for any reason you are unsatisfied or have a grievance with Food Bank for the Heartland, please contact the following:

Sarah Comer
 Assistant Director of Network Education & Compliance
SComer@FoodBankHeartland.org
 402-905-4817

Brian Barks
 President & CEO
bbarks@FoodBankHeartland.org
 402-905-4802

This agreement may be modified as deemed needed by Food Bank for the Heartland. Your agency’s authorized representative’s signature below indicates acceptance of this agreement between your agency and Food Bank for the Heartland.

Authorized Agency Representative, Print Name

Date

Authorized Agency Representative, Signature

Food Bank for the Heartland Authorized Signature: _____
Assistant Director of Network Education & Compliance

Food Bank for the Heartland will provide a complete copy for your agency files.