

ARKANSAS FOODBANK MEMBERSHIP AGREEMENT

The following criteria must be agreed to and complied with for your agency to become and remain a member in good standing of Arkansas Foodbank (AF). An official representative of your agency is required to complete and sign this agreement annually signifying that the following criteria are understood and will be faithfully met. Placing a check mark by the item indicates that you understand and agree to comply with the criteria. ***If the item does not apply to your organization, indicate this by putting N/A in the space beside it.***

_____ agrees to adhere to the following membership criteria.

_____ Our organization qualifies under section 501(c)(3) of the Internal Revenue Service code or meets the definitional requirements of the IRS code to qualify as a church.

In operating our food program, we agree that we will:

_____ Not discriminate 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.

_____ Never charge clients for food or require clients to pray, donate, or work to eat or receive products. Not sell, transfer, barter, nor offer for sale, the items supplied by AF in exchange for money, property, goods, or services, or otherwise allow items to re-enter commercial channels, and will not use donated products for fundraising.

_____ Use all items drawn from AF only in activities included in the member's tax-exempt purposes and solely for feeding people who are ill, in need, or infants.

_____ Abide by the AF's policies, procedures and record keeping requirements.

_____ Safely and properly handle donated product in accordance with all local, state and federal regulations, including appropriate transportation of all product. ***This includes covering with a tarp any food transported in open pickup trucks or trailers.***

_____ Ensure that at least one person on staff has successfully completed a food safety course. (If meals are prepared and served on site, at least one staff member must commercial food safety certification.) Accept food in "as is" condition.

_____ Follow AF recall guidelines.

_____ Notify AF when any claim of liability with respect to food is received.

_____ Discard any unfit food received from AF, and immediately notify AF staff.

_____ Allow regular monitoring by AF representatives to verify compliance with these criteria and the information provided on the agency's application and monthly reports.

ARKANSAS FOODBANK MEMBERSHIP AGREEMENT

- _____ Support the operation of AF by paying a handling fee on a per pound basis for applicable products. Pay an annual membership fee of \$75.00 or \$100, if more than one site.
- _____ Accept that the original donor, AF and Feeding America offer no express warranties in relation to the product.
- _____ Hold harmless from any claims or obligations in regard to your organization or the donated product, the original donor, AF and Feeding America.
- _____ Release the original donor, AF and Feeding America from any liabilities resulting from the donated product.
- _____ Adhere to any use of product restrictions placed on items by the AF and any additional donor stipulations.
- _____ Submit by the 15th of each month a report on the previous month's service activity. Order from AF a minimum of six times per year, unless special arrangements have been made with AF staff.
- _____ Hold regular distributions at least once a month, display distribution dates and times outside the pantry, and notify AF immediately of any changes in distribution dates and times.

Arkansas Foodbank Representative Signature

Please Print Name

Date _____

Agency Representative Signature

Please Print Name

Date _____