

## ATTACHMENT A

### River Valley Regional Food Bank Membership Criteria

The following criteria must be agreed to and complied with for your agency to become and remain a member in good standing of the Food Bank. An official representative of your agency is required to complete and sign this agreement signifying that the following membership criteria are understood and will be faithfully met. If you have questions, Tracy Engel or Kim Douglas will go over each of these criteria with you.

If for any reason any of the criteria are not being met, the River Valley Regional Food Bank should be notified as soon as possible.

Does your agency meet the following criteria? (**Please initial each statement to confirm agreement.**)

- \_\_\_ 1. Is incorporated and operating as a private non-profit organization or under the umbrella of such an organization and is established in the community.
- \_\_\_ 2. 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.
- \_\_\_ 3. 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 or as otherwise prohibited under the current USDA nondiscrimination statement.
- \_\_\_ 4. Will not sell, transfer, barter, nor offer for sale the items supplied by the Food Bank in exchange for money, property, goods, or services, or otherwise allow items to re-enter commercial channels.
- \_\_\_ 5. Will use all items drawn from the River Valley Regional Food Bank ONLY in activities included in its tax-exempt purpose and solely for feeding people who are ill, in need, or infants

- 6. Will provide sanitary, reliable, and product appropriate transportation and sufficient personnel to pick up food at the River Valley Regional Food Bank warehouse.
- NA 7. Is licensed by the state and/or city as a food service establishment according to the service provided and will notify the Food Bank of any changes in licensing status.
- 8. Has adequate storage and refrigeration and freezer space to ensure the wholesomeness of the food until it is used.
- 9. Will maintain the safe and proper handling of the donated product, which conforms to all local, state, and Federal regulations.
- 10. Understands that food received from the Food Bank is a gift and not the result of a sales transaction: Therefore, NO WARRANTIES are given, and no implied warranties apply to the condition of the food.
- 11. Will accept food in “as is” condition and agrees to inspect such items, withholding from distribution and/or consumption any food that might be spoiled or inedible.
- 12. Will immediately discard any unfit food and advise the River Valley Regional Food Bank. (Your agency is not responsible for hidden, unobservable defects.)
- 13. Will notify the Food Bank **immediately** upon receipt of food if there is any food product liability (spoiled, inedible, and etc.)
- 14. Assumes any and all responsibility for food product liability relating to any act or failure to act by the Agency regarding the distribution, storage, preparation, or service of food after the Agency assumes possession of the food.
- 15. Will maintain records on the receipt, distribution, and use of products from the River Valley Regional Food Bank sufficient to provide a clear audit for such products for at least 36 months after the receipt of such products.
- 16. Will permit representatives of the government and the River Valley Regional Food Bank to inspect records described in item 15.
- 17. Agrees to regular monitoring by the River Valley Regional Food Bank representative once every two years, or an affiliate thereof, to verify

compliance with these criteria and the information provided on the agency's application and monthly reports.

- \_\_\_ 18. Will support the operation of the Food Bank by paying a handling fee on a per pound basis for applicable products.
- \_\_\_ 19. Affirms that the original donor, the River Valley Regional Food Bank and Feeding America are held harmless from any claims or obligations in regard to the Agency or the donated goods.
- \_\_\_ 20. Affirms that the donor, River Valley Regional Food Bank and Feeding America are released by the Agency from any liabilities resulting from the donated foods.
- \_\_\_ 21. Affirms that the donor, River Valley Regional Food Bank and Feeding America offer no express warranties in the relation to the gift of goods.
- \_\_\_ 22. Will destroy and/or discard any food upon notice from the Food Bank or original donor that such food may not be fit for human consumption.
- \_\_\_ 23. Will observe and implement any use-of-product restrictions placed on items by the River Valley Regional Food Bank at the request of the original donor.
- \_\_\_ 24. Will not use donated products for the purpose of fundraising.
- \_\_\_ 25. Willingness to abide by the policies, procedures, and record keeping requirements of the member. And submit a monthly report by the 1st day of the following month.
- \_\_\_ 26. Never charges clients for food.
- \_\_\_ 27. Never requires clients to pray, donate, or work to eat or receive products.
- \_\_\_ 28. Will order and pick up products at least once a quarter minimum, 4 times per year, unless deemed to be a special program approved by the River Valley Regional Food Bank.
- \_\_\_ 29. Will be open at least 1 day per week for a minimum of 4 hours, unless deemed to be a special program approved by the River Valley Regional Food Bank.

- \_\_\_ 30. Will adhere to additional donor stipulations.
- \_\_\_ 31. Meets IRS eligibility requirements for receipt, transfer and use of donated food under IRS 170e3.
- \_\_\_ 32. Will ensure that product picked up from the River Valley Food Bank in an open truck will be tarped and all frozen and refrigerated items will be covered with a thermal/freezer blanket or stored in an ice chest for transportation from food bank to your site.
- \_\_\_ 33. Any member picking up product donations directly from national retailers instead of that being done by the River Valley Regional Food Bank must ensure that they are using appropriate passive or active temperature retention systems (either refrigerated vehicles, ice chest or thermal blankets) and that they are taking/documenting temperatures of refrigerated/frozen product when picking up that product directly from the retailers as well as upon return back to their agency.
- \_\_\_ 34. All member agencies, excluding group homes, shelters, or daycares cannot be located in or part of an individual's primary or private residence.
- \_\_\_ 35. Will not store product off site.

I understand these membership criteria; and, as an authorized representative of

\_\_\_\_\_  
 \_ (Agency),

I will ensure that these criteria are faithfully met. If for any reason any of the criteria are not being met, I agree to notify the River Valley Regional Food Bank as soon as possible.

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Print Name and Title