



GREAT PLAINS FOOD BANK

2021 PARTNER AGREEMENT

Partner Name: _____ Agency Reference #: _____

Address 1: _____ City/State/Zip: _____

Physical Mailing Other: _____

Address 2: _____ City/State/Zip: _____

Physical Mailing Other: _____

Address 3: _____ City/State/Zip: _____

Physical Mailing Other: _____

Partner Phone: _____ (number that clients can call - will be on GPFB website)

Contact 1: _____ Position: _____

Phone Number: _____ E-mail Address: _____

Ordering Delivery Delivery - Secondary Billing Stats

Contact 2: _____ Position: _____

Phone Number: _____ E-mail Address: _____

Ordering Delivery Delivery - Secondary Billing Stats

Contact 3: _____ Position: _____

Phone Number: _____ E-mail Address: _____

Ordering Delivery Delivery - Secondary Billing Stats

Contact 4: _____ Position: _____

Phone Number: _____ E-mail Address: _____

Ordering Delivery Delivery - Secondary Billing Stats

Contact 5: _____ Position: _____

Phone Number: _____ E-mail Address: _____

Ordering Delivery Delivery - Secondary Billing Stats

*Must have at least 2 contacts and phone numbers.

Counties Served - list all counties served and % of clients served from each county:

County: _____ % County: _____ %

County: _____ % County: _____ %

Hours of Operation – Include days, hours, and week of the month:

- | | |
|--|---|
| <input type="checkbox"/> ___ Sunday – Hours: _____ | <input type="checkbox"/> ___ Monday – Hours: _____ |
| <input type="checkbox"/> ___ Tuesday – Hours: _____ | <input type="checkbox"/> ___ Wednesday – Hours: _____ |
| <input type="checkbox"/> ___ Thursday – Hours: _____ | <input type="checkbox"/> ___ Friday – Hours: _____ |
| <input type="checkbox"/> ___ Saturday – Hours: _____ | |

As a partner of the Great Plains Food Bank (GPFB), _____ (partner name) agrees to comply with the following guidelines and requirements.

1. Be recognized by the Internal Revenue Service as a 501(c)(3) not-for-profit, charitable organization (not a private foundation), or be sponsored by a 501(c)(3) organization who serves the ill, needy and/or children by providing an affiliation letter acknowledging that the 501(c)(3) is legally and fiscally responsible for the partnership.
2. Have a mission to end hunger.
3. Distribute food free of charge directly to the ill, needy, and/or children without requirement.
4. Serve a minimum of 50% low income individuals.
5. Will not discriminate on the basis of race, color, citizenship, gender, religion, national origin, ancestry, age, marital status, familial or parental status, political viewpoints and other ideologies, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
6. Must meet all state, local and federal licensing or other requirements appropriate to the service it provides and conform to proper food safety regulations.
7. Agency agrees that it meets IRS eligibility requirements for receipt, transfer and use of donated products under Section 170(e)(3).
8. Must not sell, transfer, barter or offer for sale any items supplied by GPFB.

Comply with all guidelines outlined in the Partner Handbook, including:

1. Must pay all account balances within 30 days of statement date. Checks must be written from the 501(c)(3) organization to the GPFB.
2. Follow document retention guidelines and make available upon request.
3. Report statistics monthly even if there is no activity.
4. Support the operations by paying all cost incurred by the partners including;
 - a. Annual Partnership Fee of \$50.
 - b. Shared handling fee of 0 - 18¢ per pound for food ordered and received.
 - c. Delivery fees as outlined in the handbook.
 - d. Purchased product ordered and received.
 - e. Equipment as needed.
5. Notify the GPFB staff immediately of any personnel or program changes.
6. Participate in site visits by GPFB staff as requested.

7. Acknowledges that its receipt of products is a donation and not the result of any sales transaction; as such, the Partner Agency acknowledges that no express warranties have been given and no implied warranties apply to the nature and condition of the products.
8. Have a facility able to safely handle and distribute food to participants in a dignified way.
9. Notify GPFB staff whenever it receives notice of any claim of liability with respect to food or any report of illness which may have been caused by food provided by the GPFB.
10. Accept food "as is", inspect food upon pick up, assume full responsibility for the product once it has been received and acknowledge the Good Samaritan Food Act.
11. Adhere to any additional donor stipulations.
12. Have one representative certified in the appropriate level of food safety as required by Feeding America and the GPFB.

Liability Release

1. The partner releases the original donor, GPFB and Feeding America from any liabilities resulting from the donated goods.
2. The partner holds harmless the original donor, GPFB, and Feeding America from any claims or obligations in regard to the agency or donated goods.
3. The partner affirms that the original donor, GPFB, and Feeding America offer no express warranties in relation to the gift of goods.
4. Abide by the guidelines as outlined in the partner handbook and understand that failure to maintain terms of this agreement and those outlined in the partner handbook may result in corrective action, suspension, or termination.
5. Acknowledge and agree to uphold the mission of Creating Hunger-Free Communities by doing what is needed to help those in need.
6. Understand that the GPFB reserves the right to limit the amount and type of product available to each partner.
7. Understand that this agreement is entered into freely and voluntarily by both parties and may be terminated at any time by written notice.

Signature of Partner Representative

Date

Signature of Program & Agency Services Staff

Date

ADDENDUM TO 2021 PARTNER AGREEMENT: RETAIL FOOD RESCUE RECIPIENTS

Retail food rescue is designed to procure unsellable product from donor grocery stores, foodservice distributors, big box retailers and foodservice establishments and get it quickly into the hands of those in need. Feeding America facilitates numerous national donor relationship which benefit GPFB and in turn GPFB partners. GPFB delivers retail food rescue product directly from donors to partners in Fargo, Moorhead, West Fargo, Dilworth, Bismarck, and Mandan. Partners who receive those deliveries must complete this addendum.

Partner Name: _____ Agency Reference #: _____

Delivery Location Name & Address: _____

Primary Delivery Contact Name: _____ Phone: _____

Secondary Delivery Contact Name: _____ Phone: _____

PARTNER RESPONSIBILITIES

- Retail food rescue product received from local retailers are items that are no longer sellable. It may have a short shelf life remaining or have damage. The quantity and type of product cannot be guaranteed. Partners are required to accept the product available and not sort through looking for specific items.
- Partners are required to check all food upon delivery to ensure proper food safety has been maintained. Any food with open packaging or in unsafe temperature ranges should be disposed of. The shelf life guide should be used to check expiration dates.
- Deliveries will be made within a three hour timeframe. Volunteers and/or staff need to be coordinated to receive the delivery trucks. GPFB staff cannot assist in bringing food into the facility. Partners with delivery concerns should contact the GPFB Distribution Center and Logistics Manager.
- Partners must adequately train those responsible for receiving retail food rescue deliveries on procedures and food safety.
- If a partner cannot receive a retail food rescue delivery truck, they must inform the GPFB Distribution Center and Logistics Manager a week prior.
- If a partner wishes to discontinue a scheduled delivery, they are responsible for providing GPFB with a one month notice.
- Partners are responsible for immediately notifying the GPFB of any personnel changes.

GPFB RESPONSIBILITIES

- GPFB will deliver product from retail food rescue donors on a weekly schedule or as available to partners not already on a specific route. Deliveries will be made in a three hour timeframe as specific times cannot be guaranteed due to donor schedules, traffic, and other unplanned delays.
- GPFB will notify all partners receiving retail food rescue deliveries by phone for all cancellations or delivery changes.
- GPFB will notify all partners receiving retail food rescue deliveries by email for all weather related cancellations or delivery changes.
- GPFB will maintain a wait list for partners who wish to receive a retail food rescue delivery truck or for those who wish to change days.

Signature of Partner Representative

Date

Signature of Program & Agency Services Staff

Date