



## **AGREEMENT TO RECEIVE FOOD FROM SECOND HARVEST FOOD BANK, INC.**

This agreement is made between **Second Harvest Food Bank of Santa Cruz and San Benito Counties Inc.**, (here in after referred to as “Second Harvest”) a California Nonprofit Public Benefit Corporation and \_\_\_\_\_, a nonprofit social service agency (here in after referred to as “Member Agency”).

### **RECITALS**

Second Harvest Food Bank distributes food products in Santa Cruz County, San Benito County and Pajaro Valley. Member Agencies provide human services for individuals, children, families and senior citizens within Santa Cruz County, San Benito County and Pajaro Valley.

### **NOW, THEREFORE, the parties agree as follows:**

1. Commencing as of \_\_\_\_\_, and continuing until the Member Agency does not receive food products from Second Harvest within a one-year period, the Member Agency will be entitled to receive products from Second Harvest. Should the Member Agency cease receiving food products from Second Harvest for a period of one year, Second Harvest may exercise its right under Bylaw Section 3.10, or any replacement section, to terminate the Member Agency’s membership with Second Harvest. The Member Agency will be given the opportunity to appeal a proposed termination.
2. The Member Agency agrees that the food products will be used solely for the purpose of providing nutritious meals to children, families and senior citizens under its care, with the term “children” being defined as individuals from the age of 0 to 18 years.
3. The Member Agency agrees that it will not transfer any food products to another organization or individual without Second Harvest’s prior written approval. In no circumstances will the Member Agency transfer food products to another organization or individual in exchange for money, property or services.
4. The Member Agency agrees to pay a shared maintenance fee that will not exceed the limits established by Second Harvest’s national policies to help cover the costs of shipping and handling the food. These policies will be made available to the Member Agency upon request. The current shared maintenance fee will be posted conspicuously at all times at Second Harvest. Second Harvest will bill the Member Agency on a monthly basis for the shared maintenance fees owing for the prior month, and payment will be due

within 30 days of the billing date. Failure of the Member Agency to pay any shared maintenance fees owing may result in the suspension of food by Second Harvest.

5. The Member Agency agrees that it will not deny access to donated food products received from Second Harvest on the basis of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer-related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status or gender. The Member Agency further agrees to treat those receiving food and services with respect and compassion and to maintain high standards of client service by its staff and volunteers.
6. The Member Agency agrees that adequate books and records will be maintained, and will be available to Second Harvest or other governing authority (e.g., Internal Revenue Service) upon request of Second Harvest. The Member Agency will keep, in addition to other specified records, a count of the number of unduplicated households and individuals served each month. These records will include information regarding ethnicity, residence and income levels of clients as required by Second Harvest funding contracts.
7. The Member Agency will provide the following information to Second Harvest:
  - The number of unduplicated households and individuals served each month, reported by the seventh day of the following month.
  - A semi-annual demographic report that provides a summary of their clients' ethnicity, residence and income levels, due on January 31 and July 31 of each year.
8. The Member Agency assumes responsibility for all products received from Second Harvest at the time of loading at the Second Harvest warehouse, and will transport and distribute the food products at its own cost.
9. All food received from and through Second Harvest will be accepted in "as is" condition. Neither Second Harvest nor the original donor warrants any food item to be transferred to the Member Agency. Second Harvest disclaims any express warranty, implied warranty or merchantability or warranty of fitness for a particular purpose in connection with the transfer of food products to the Member Agency.
10. The Member Agency is aware of "good samaritan" laws, and releases the original donors and Second Harvest from any liability, loss, damage or claim of any kind, whether at law or in equity, resulting from, or based upon the condition or quality of any item of donated food. The Member Agency agrees to indemnify and hold harmless Second Harvest and its donors from and against any liability, damage, loss claim, or cause of action, whether at law or in equity, arising out of an act of the Member Agency, its agents, employees, maintenance, transportation, use or distribution of any item of food received from or through Second Harvest.

11. The Member Agency has all membership rights set forth in the Bylaws of Second Harvest. The Member Agency has reviewed and agrees to abide by the terms of these Bylaws, and of the Participation Requirements for Member Agencies and Guidelines. Second Harvest reserves the right in its sole discretion to change these requirements and guidelines as may be necessary for it to operate its program, and the Member Agency agrees to abide by any changes in these requirements and guidelines which it is notified of in writing.
12. If either party employs an attorney to enforce this Agreement or should any litigation be commenced between the parties to this Agreement concerning the provisions of this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation which will be determined by the court in such litigation or in a separate action brought for that purpose.
13. For purposes of this Agreement, the term “food” shall include any and all items received from Second Harvest.

**Second Harvest Food Bank of  
Santa Cruz and San Benito Counties, Inc.,  
a California Nonprofit Public  
Benefit Corporation**

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Willy Elliott-McCrea, Executive Director**

**Member Agency** \_\_\_\_\_

**Agency Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Member Agency Signature**

\_\_\_\_\_  
**Printed or Typed Name**

\_\_\_\_\_  
**Title**