



**Food Finders**  
**Food Bank, Inc.**  
*fighting hunger, giving hope*



## PARTNER AGENCY AGREEMENT

**Food Finders Food Bank, Inc.**  
**1204 Greenbush St, Lafayette, IN 47904-5182**  
**Phone: 765-471-0062 Fax: 765-471-1101**

*PLEASE TYPE OR PRINT LEGIBLY WHEN COMPLETING THIS AGREEMENT*

Agency Name:					
Site Address:					
	(Street)	(City)	(State)	(Zip)	(County)
Site phone #:		Fax #:			
Agency primary contact name & phone #:					
Financial mailing address:					
	(Street)	(City)	(State)	(Zip)	
Financial contact name & phone #:					
Days/Hours for Food Distribution					
Agency contact Email:					

The organization or agency shown above (hereinafter referred to as “Partner Agency”) agrees to and will comply with each of the following conditions to participate in the programs of Food Finders Food Bank, Inc. (hereinafter referred to as “Food Finders”):

1. The Partner Agency shall be an established agency, corporation or association which serves the ill, elderly, infants and others in need, and which has been designated exempt by the Internal Revenue Service under Section 501(C)(3). Partner Agency must be able to present a letter, on IRS letterhead, which states agency is “...exempt under section 501 (C) (3) of the internal revenue code”, and that the agency is not a private foundation.
2. The Partner Agency shall provide to Food Finders: (a) a copy of the organization’s 501 (C) (3) IRS designation letter; OR (b) 14 point criteria for religious organizations on church letterhead.
3. The Partner Agency will use the items only as they relate to the Partner Agencies exempt purpose and **solely** for the feeding or assistance of needy individuals. Partner Agencies will not engage in discrimination, in the provision of service, against any 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. Recipients or Partner Agency shoppers may **NOT** shop for themselves at Food Finders.

**FOOD FINDERS SHOPPING HOURS: 8:00 A.M. – 4:00 P.M. Monday-Thursday**  
**FOR SAFETY’S SAKE, CHILDREN UNDER 14 ARE NOT ALLOWED IN THE WAREHOUSE**  
**OPEN-TOED SHOES ARE NOT ALLOWED ON THE SHOP FLOOR**

4. Any food received from Food Finders shall be served by the Partner Agency either onsite to its clients or be distributed by the Partner Agency to its clients as packaged food. Repackaging of any food is forbidden, unless under the specifications and certification of the local or state Board of Health. (Any form of repackaging is forbidden by the TEFAP program).
5. All Partner Agencies must provide certification of food safety training for at least one current employee or volunteer. Partner Agencies that prepare food or have onsite feeding programs must furnish a copy of a *manager* level food safety certification (i.e. ServSafe) for the current employee with oversight of the program. It is the responsibility of the Partner Agency to ensure that the agency is in compliance at all times. Agencies must conform to all state/local/national proper handling of donated goods which conforms to local/state/federal regulations.
6. Any non-food items received from Food Finders will be used and/or distributed by the Partner Agency in accordance with the guidelines of this contract.
7. The Partner Agency shall not, directly or indirectly, sell any food or non-food items obtained from Food Finders and shall not charge for any meals prepared with any food from Food Finders. Food or non-food cannot be used as payment instead of wages to Partner Agency's employees.
8. The Partner Agency shall store the items at the Partner Agency or another site approved by Food Finders (NOT on privately owned property OR in a home). The Partner Agency will monitor and use accepted health guidelines for refrigeration, storage, distribution, preparation and feeding of individuals. Food Finders reserves the right to monitor or inspect the facility where food or non-food items are stored.
9. The Partner Agency shall pay Food Finders a handling fee for product received, which fee may be adjusted from time-to-time. A late fee of 1.5% will be levied on balances. Food Finders cannot accept personal checks, money orders or debit/credit cards. Cash will be accepted only for amounts less than \$1.00. Checks must be from the Partner Agency's account named in the contract.
10. The Partner Agency shall inspect all food upon delivery to determine if it is suitable for use. Food Finders should be notified immediately of unacceptable product received.
11. The Partner Agency affirms that all items are accepted in "as is" condition.
12. The Partner Agency understands that the original donor, Food Finders, and Feeding America offer no express or implied warranties in relations to the gift of goods and items received by the Partner Agency.
12. The Partner Agency releases the original donor, Food Finders and Feeding America from any liability or costs resulting in any item received by the Partner Agency and further agrees to indemnify and to hold the original donor, Food Finders and Feeding America free and harmless from any and all liabilities, damages, claims or suits, or any obligations whatsoever arising out of or attributed to any action of the Partner Agency.
13. The Partner Agency agrees to adhere to any additional donor stipulations.
14. The Partner Agency will meet all IRS requirements and will maintain records of total amounts of donated product received and distributed.
15. ***Any change in the use of product, program make-up, or recipients, from which was originally approved on this application must be reported to Food Finders office staff immediately for approval. Product can only be used for programs in which the great majorities are low-income individuals unless an exception is approved.***

16. Partner Agencies must have adequate cold storage at their location in order to pick-up perishable items from Food Finders Food Bank. As of 11/1/15, any Partner Agency listed as not having cold storage capabilities will not be able to pick-up any perishable items as part of their order.
17. Agencies that are transporting cold food must have adequate equipment (freezer blankets or coolers) to keep food at appropriate temperatures.
18. Partner Agency agrees to allow Food Finders representatives to conduct onsite monitoring visits to assure compliance with Food Finders and Feeding America regulations.
19. The Partner Agency must maintain a file of all food bank receipts for one year.
20. The Partner Agency must submit service statistics to Food Finders every month. This includes numbers of persons/meals served for the previous month, pounds donated during the previous month, and any other related information as needed by Food Finders.
21. Partner Agencies participating in the TEFAP program agree to also abide by additional policies set forth by the USDA for the regulation of that program.
22. Partner Agencies understand and agree to have an **active, working email address** on file with the food bank. Contacts from the agency agree to check email regularly for updates and notices from the food bank.
23. Food or non-food items will be given “only to needy individuals, free of charge.”
  - a. Type of program (please check all that apply) \_\_\_Food Pantry \_\_\_day care \_\_\_ non-food program \_\_\_soup kitchen \_\_\_homeless shelter \_\_\_ large feeding program \_\_\_
  - b. If you have a day care, do you receive funding for food from another source? \_\_\_yes \_\_\_no If yes, please explain: \_\_\_\_\_
  - c. If program is seasonal, show dates: \_\_\_\_\_
  - d. Average number of: \_\_\_ meals served per month OR \_\_\_ individuals served per month (count persons each time) and \_\_\_ percent of this food from Food Finders (estimate if needed).
  - e. Overall purpose of the program(s) and the targeted recipients: \_\_\_\_\_  
\_\_\_\_\_



**Contact Name(s) for Email Communications** (*product updates, recall notices, policy changes, general info, etc.*).

Name	Email address

As a safeguard for your Partner Agency, all changes in eligible shoppers must be written on your Partner Agency's letterhead and signed by the Director of the Partner Agency. As the Executive Director or Religious Leader in authority over the organization that provided the tax exempt status for this Partner Agency, I acknowledge by my signature below that our Partner Agency and the shoppers will comply with the conditions to participate in Food Finders' program as outlined in this Partner Agency Agreement.

Print name:	
Signature:	
Title:	
Date:	

**OFFICE USE ONLY**

Food Finders' Agency Relations Coordinator Approval

Signature: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Partner Agency Agreement Term: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

TEFAP Agency: \_\_\_\_ Yes \_\_\_\_ No