

# Agreement

Between

Food Bank of the Rio Grande Valley, Inc.

## Agreement to Donate Excess / Leftover Food

THIS AGREEMENT is made and entered into this \_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_ (year) between Food Bank of the Rio Grande Valley, Inc. hereinafter referred to as the "Non-Profit Organization" and \_\_\_\_\_, hereinafter referred to as the "School Food Authority."

WHEREAS the School Food Authority is authorized by the United States Department of Agriculture to distribute excess/leftover food items to non-profit organizations for distribution to needy persons.

The parties hereby agree as follows:

### **1. TERM**

This Agreement is effective upon execution and shall be automatically renewed from year to year on the anniversary date thereof unless terminated by either party hereto. Either party may terminate this Agreement by providing the other party five (5) days advance written notification, delivered to its last known address.

### **2. DUTIES OF THE SCHOOL FOOD AUTHORITY**

The School Food Authority shall make available to the Non-Profit Organization at no cost and on a non-exclusive basis leftover food items from the School Food Authority's foodservice operation, for which the School Food Authority has determined it has no further use.

### **3. DUTIES OF THE NON-PROFIT ORGANIZATION**

The Non-Profit Organization shall pick up the food items at times and places mutually agreeable to the parties, transport them as necessary, and provide them at no cost to needy persons, all in a manner that complies with applicable laws and regulations. The Non-Profit Organization shall familiarize itself with the regulations of the United States Department of Agriculture governing distribution of the excess/leftover food items and shall, on request be prepared to confirm compliance with these regulations.

### **4. DELIVERY**

The Non-Profit Organization shall take delivery at the following location(s): \_\_\_\_\_

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### **5. NONDISCRIMINATION**

Neither party shall employ discrimination practices in its performance hereunder on the basis of race, color, national origin, sex, age or disability.

**6. NON-PROFIT ORGANIZATION NOT AN OFFICER, EMPLOYEE OR AGENT OF THE SCHOOL FOOD AUTHORITY**

While engaged in performance of this contract, the Non-Profit Organization is not an officer, employee, or agent of the School Food Authority.

**7. LIABILITY**

The School Food Authority not be liable to the Non-Profit Organization for personal injury or property damage sustained by the Non-Profit Organization in the performance of this contract, whether caused by the School Food Authority, its officers, employees, or by third persons.

**8. HOLD HARMLESS AND INDEMNIFICATION**

The Non-Profit Organization agrees to release, discharge, indemnify, defend, and hold harmless the School Food Authority its employees and agents for all illness, injury, or damage to persons or property which may arise out of the activities covered under this Agreement, including the transportation, distribution, use or consumption of food items, irrespective of any negligence on the part of the School Food Authority.

Furthermore, the Non-Profit Organization agrees to defend and fully indemnify the School Food Authority from any and all liability, loss or damage the School Food Authority or its agents, or employees may suffer as a result of claims, demands, costs, penalties, litigation, or judgments against it arising from any and all illness, injury or damage to any person, persons, or property caused by or resulting from the activities covered under this Agreement, including the transportation, distribution, use or consumption of food items.

**9. INSURANCE**

The Non-Profit Organization shall carry sufficient general liability insurance to protect itself, its employees and agents against all such claims (referenced in Paragraph 7, above) arising under this Agreement, and to indemnify and defend the School Food Authority.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands by the representatives thereunto duly authorize, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*(School Food Authority)*

Food Bank of the Rio Grande Valley, Inc.  
*(Non-Profit Organization)*

By:  
Name \_\_\_\_\_

By:  
Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Acting on Behalf of:  
\_\_\_\_\_

Acting on Behalf of:  
Food Bank of the Rio Grande Valley, Inc.

(\_\_\_\_) \_\_\_\_\_  
*Telephone Number*

(\_\_\_\_) \_\_\_\_\_  
*Telephone Number*