

**Produce Pop Up Distribution Agreement**

Host Agency Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The products on the Produce Pop Up truck may be used for one-time, public distribution to eligible guests.
2. No changes to Produce Pop Up reservations can be made within 3 days of the scheduled date. Changes as a result of inclement weather must be made 24 hours in advance by direct communication with FSFB staff (i.e. voice to voice, or confirmed email receipt). **Inclement Weather:** **If schools are closed in Hamilton county or the community where the distribution is to occur due to inclement weather or the roads are unsafe, the Produce Pop Up distribution will need to be cancelled and rescheduled.**
3. The Host Organization must provide the completed scheduling form, Produce Pop Up Distribution agreement at least **15 business days** prior to the date of the Produce Pop Up Distribution.
4. The Host Organization will not discriminate against guests on the grounds of age, disability, gender, race, religion, national origin, medical condition, sexual orientation, or political affiliation; neither will it require membership or attendance in any organization (church, political, moral, fraternal, union, block club, etc.) in same as a requisite for receipt of products.
5. The Host Organization is responsible for providing adequate distribution facilities, equipment, bags, and at least 5-10 personnel for safe, accessible, and appropriate distribution of Produce Pop Up products.
6. The Host Organization will receive at least one Produce Pop Up sign that must be on display during the entire distribution. Sites that host consistent, monthly Pop Ups will additionally receive a sandwich board sign. Host Organizations are responsible for these signs and must return all signs to Freestore Foodbank when they stop hosting Pop Ups.
7. The Host Organization will report the total number of households and total number of individuals in that household by age group served at the Produce Pop Up Distribution to the Freestore Foodbank before their next event but no later than the 5th of the monthfollowing the distribution. Reports are to be submitted online using the Agency Portal. If the Host Organization is a **member agency** they will submit the Produce Pop Up distribution guest numbers on a separate section of the monthly statistical report in addition to their regular distribution.
8. The Host Organization will not sell or use the Produce Pop Up Distribution products in exchange for money, property, incentives, and not imply or suggest a donation amount or volunteer requirement or other services.
9. If receiving federal product, the Freestore Foodbank emailed Eligibility to Take Food Home or intake forms will be used to attest to guest eligibility, receipt of product, and number of households distributed. These forms will also be used by the Host Organization to complete the provided statistical report.
10. The Host Organization releases the donor, Freestore Foodbank and other food resources, from any liability resulting from the condition of the food and further agrees to indemnify and hold Freestore Foodbank and the original donor and other food resources free and harmless against all equity or any obligation whatsoever arising out of or attributing to any action of said organization or any personnel employed by said organization in connection with the storage and use of the grocery items.
11. The Host Organization will distribute left over product to guests based on need as defined in the Definition of the Needy (see attached). If the host organization does not have a food pantry they must arrange for the product to be picked up by a member agency or pantry in the area. If the Host Organization is a member agency they agree to provide adequate transportation and appropriate storage (dry, refrigerated, and/or freezer space) for any leftover product at their organization’s site.

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**Host Organization Director Signature Date**

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**Freestore Foodbank Staff Signature Date Rev. 1/2019**