



FREESTORE FOODBANK

Partnerships and Programs

Partner Agency Setup – Membership Agreement

Freestore Foodbank Member Agreement

This agreement made this (Date) _____, 20____ by and between The Freestore Foodbank, Inc. (Freestore), a 501(c)3 non-profit organization and member of Feeding America, and _____, (Member) a non-profit organization as determined by the Internal Revenue Service. The Foodbank and Member share a common mission of addressing hunger insecurity in our service area. The Foodbank will provide food and non-food products and services to support that mission. In order to provide these products and services, the Freestore must follow rules, guidelines, regulations, and laws established by various local, state, and federal agencies; manufacturers; donors; and Feeding America. The Member agrees to comply with the following criteria for membership with the Freestore; non-compliance with the following may result in membership termination:

1. Acquire and maintain IRS non-profit 501(c)3 registration, or a non-profit status as otherwise determined by IRS regulations that does not require a 501(c)3 registration.
2. Directly serve individuals that are food insecure and considered needy as defined by the IRS code 170(e)3.
3. Distribute Freestore product directly to clients for which this agreement was approved.
4. Freestore product may not be distributed to another program, agency, group, or organization for redistribution unless otherwise agreed upon by the Freestore.
5. Not to sell or use Freestore product or services in exchange for money, property, incentives or other product and services.
6. Distribute Freestore product free of charge to clients, with no suggested or implied donation amount, or of any volunteer requirement. Any client donations must be anonymous and unsolicited. Donation jars or canisters may not be used in the client distribution areas.
7. Members 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, and politics.
8. Members may not require, suggest or imply that clients need to accept the position of the member on social, moral, religious, or political issues.
9. Not require or encourage clients to become a member of any organization, or participate in any religious service or programming as a condition for distribution or receipt of food or other products and services. Religious information or counseling may be provided only at the client's request.
10. Not use any product or services supplied by the Freestore for fundraising activities, such as banquets, bake sales or as a prize for games such as bingo.
11. Have at least one on-site staff person or volunteer trained and certified in Safe Food Handling. Member agencies are required to submit a copy of current certification to Freestore.
12. Submit statistics report for the month by the 7th day of the following month.



FREESTORE FOODBANK

Partnerships and Programs

Partner Agency Setup – Membership Agreement (Continued)

Freestore Foodbank Member Agreement (Continued)

13. Hours of member agency food program must be posted and visible to the community.
14. Product obtained from Freestore may not be opened or repacked unless items contained within product are individually packaged.
15. Product may be opened to use only in meal preparation and resealed if the packaging allows.
16. Recognize Freestore in printed materials, on websites, in news releases and other media per General Recognition Guidelines.
17. Freestore Member Agency Certificate shall be plainly posted in Member's client distribution area confirming the Freestore support.
18. Members must be able to load, unload and transport product from the Freestore distribution center and drop sites unless otherwise agreed upon under a separate written agreement.
19. Member is responsible to inform Freestore of any product discrepancies upon pickup or within forty-eight (48) hours of delivery.
20. Keep records to track distribution of Freestore product for at least three years. The member shall maintain adequate records, and make them available to Freestore upon request.
21. Contribute shared maintenance fees to support Freestore operational expenses. Shared maintenance fees shall be received by the Freestore no later than 30 (thirty) days from the statement date, and drawn on the member's bank account(s).
22. Allow Freestore to monitor operations at member site, no prior notification is required.
23. Report any changes in address, contact information, programming or staff to the Agency Relations Department within two (2) weeks of change. New contact person must attend New Member Orientation the following month.
24. Place orders using the Freestore web-based online ordering system.
25. Use their Freestore member account on a regular and consistent basis. Member accounts that are dormant or suspended for six (6) months may be closed and the agreement terminated.
26. Member agencies that are contracted to receive TEFAP (USDA) and the Agricultural Clearance Program and Ohio Food Purchase Product (Ohio Product) are required to follow all eligibility, statistical, and audit requirements and guidelines set forth by the Ohio Department of Job and Family Services and the Freestore.
27. Have adequate storage space and refrigeration to ensure the integrity and safety of Freestore product until it is used or distributed.
28. Product is accepted "as is." The Freestore, Feeding America and the original donor expressly disclaim any implied warranties of merchantability or fitness for a particular use. Member agrees to release the Freestore, Feeding America and the original donor free and harmless against all and any liability, damages, losses, claims, causes of actions and suit of law or inequity or any obligation whatsoever arising out of or attributed to any action of said agency or any personnel employed by said agency in connection with its storage and use of the donated items.



FREESTORE FOODBANK
Partnerships and Programs
Partner Agency Setup – Membership Agreement
(Continued)

Freestore Foodbank Member Agreement (Continued)

- 29. The Freestore or member may terminate this agreement, in writing, at any time with or without just cause. Member account must be paid in full before release of this agreement will be accepted by the Freestore.
- 30. This agreement supersedes any previous member agreement.

Member Agency Contact Information

Member Agency Name: _____

Distribution Address: _____

City: _____ State: ___ ZIP: _____ County: _____

Email Address: _____

Billing Address (If Different): _____

City: _____ State: ___ ZIP: _____ County: _____

Signatures and Date

Freestore Foodbank Representative

Name Signature Date

Member Agency Director

Name Signature Date

Member Agency Contact

Name Signature Date



FREESTORE FOODBANK

Partnerships and Programs

Partner Agency Setup – Membership Benefits

Benefits of Belonging to the Partner Agency Network

Freestore Foodbank partner agencies are the backbone of our mission, which is to provide “food, products and services to help people overcome barriers to their basic survival needs and further self-reliance.” To that end strive to support our community partners in the following ways.

- Be a “one-stop-shop” for the nonprofit communities’ food and health and hygiene products.
- Provide food for a minimal shared maintenance fee allowing agencies to increase the capacity of services provided to clients.
- Provide a wide variety of healthy items, including shelf-stable foods, fresh produce, frozen and refrigerated foods and beverages, and cleaning supplies.
- Solicit and maintain relationships with local and national donors on the behalf of partner agencies. These include: Kroger, Wal-Mart, Meijer, Hillshire Farms/Sara Lee, Con Agra, Tropicana, Kellogg's, Pillsbury, Nestle, Amazon, United Dairy Farmers, Kraft, and more. Companies give to the Foodbank network because of our ability to respond to large donation offerings, and manage their transportation, receipting and inventory needs quickly and efficiently. Our motto is “One Call Takes It All.”
- Transport, inspect and warehouse all food and non-food product with the highest standards. The Foodbank adheres to regular inspections from the Board of Health, Feeding America, the USDA, and Ohio Association of Food Banks.
- Coordinate and implement food drives from a wide variety of supporters including, USPS, Cincinnati Bengals, local schools, and many more. Freestore Foodbank will organize, sort and inventory these items at no cost to partner agencies.
- Ohio & Indiana agencies are eligible to apply for TEFAP commodities. Ohio Agencies benefit from the Ohio Association of Food Banks and recipients of FREE fresh produce
- Kentucky Member Agencies are eligible for the FREE produce through the Giving Fields located in Melbourne, Kentucky and the Kentucky Association of Food Banks.
- Provide coaching and promote best practices such as Choice Pantries and Food Stamp Outreach.



FREESTORE FOODBANK

Partnerships and Programs

Partner Agency Setup – Membership Benefits (Continued)

Benefits of Belonging to the Partner Agency Network (Continued)

- Provide partner agencies, education, tools and resources to help build agency capacity, be more efficient & effective and remain sustainable to serve more people in need.
- Offering workshops focused on common emergency food provider best practices; I.E. grant writing, fundraising, record keeping/ budgeting, computer training, volunteer management, and promoting healthy food choices.
- Provide opportunities to network with others who have the unique and special role managing a food pantry, soup kitchen or homeless shelter.
- Solicit and award agency grants and distribute in-kind donation on behalf of member agencies.
- Advocate for the social service community and its clients on the local, state and national level.
- Organize an annual Hunger Walk, a fundraiser that benefits member agencies. The Freestore Foodbank handles all of the logistics and costs for the event, and the partner agency network receives all the funds raised.
- Provide an Agency Website Portal designated exclusively for FSFB partner agencies to communicate important information, notice of special product availability, events, and fundraising opportunities. E-mail blasts are also used as a channel of communication.
- Lend our name and reputation in the community for the efforts of the member agency network.
- Collaborate with public and private foundations and governmental agencies.



FREESTORE FOODBANK

Partnerships and Programs

Partner Agency Setup – Definition of Needy

Definition of Needy

A "needy" person is one who lacks the necessities of life, involving physical, mental, or emotional well-being, as a result of poverty or temporary distress. Reg. 1.170A-4A(b)(2)(ii)(D). "Care" of the needy consists of alleviating or satisfying a particular need. Reg. 1.170A-4A(b)(2)(ii)(E).

Examples of needy persons include a person who is financially impoverished as a result of low income and a lack of financial resources, a person who temporarily lacks food or shelter (and the means to provide for it), a person who is the victim of a natural disaster (such as a fire or flood), a person who is the victim of a civil disaster (such as a civil disturbance), a person who is temporarily not self-sufficient as a result of a sudden and severe personal or family crisis (such as a person who is the victim of a crime of violence or who has been physically abused), a person who is a refugee or immigrant and who is experiencing language, cultural or financial difficulties, a minor child who is not self-sufficient and who is not cared for by a parent or guardian, and a person who is not self-sufficient as a result of a previous institutionalization (such as a former prisoner or a former patient in a mental institution).

From Regulation 170(e)3 of the IRS Code

Full Document Compiled, Modified, and Created On 05/31/2018