



Membership Agreement/Release Form

I, _____, the Director/Coordinator of

_____ agree to and will follow the FoodBank of Monmouth and Ocean Counties' (FBMOC) policies for participating in their program. FoodBank member charities must:

1. Agree that for the purposes of this agreement "FBMOC product(s)" refers to all food and non-food products received directly from FBMOC, including donated, purchased and government food sources, or through any product picked up directly from donors or food drives coordinated by FBMOC.
2. Have an established location and hours of operation. For pantries, soup kitchens and distribution sites, a sign must be posted which is visible to the general public that states days and hours of operation as well as a contact phone number.
3. Provide documentation of tax exempt status as a charity, which must be a 501(c) (3) charity and may not be a private foundation. A church may supply a completed church qualifier form (provided by FBMOC). It must be incorporated for the purpose of serving the ill, needy or children (children defined as all minors under the age of 18 years).
4. Have at least one key staff person or volunteer trained in food safety by a course provided by the FoodBank of Monmouth and Ocean Counties. The agency also agrees that if it utilizes food provided by FBMOC to make meals, their key food service program staff are required to meet local commercial and food safety standards and complete a ServSafe Manager Certification as necessary.
5. Provide a current Health Inspection Certificate and Pest Control Documentation on a yearly basis.
6. Distribute FoodBank product directly to clients who are ill, needy or infants. The charity will not discriminate based on one's race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, and disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
7. Agree **NOT** to use product in a manner that would promote a particular creed, faith or political organization or solicit members for such organization. The feeding program does not have as its primary purpose the advancement of a particular religion and must not engage in such activity.
8. Document how the products received from FBMOC are used and distributed. **Submit required reports for each month by the seventh day of the following month.**
9. Keep records available for the FoodBank staff to review with the following information (Food pantries and distribution sites only):
 - a. Dates of distributions
 - b. Name(s) of client(s)
 - c. Address
 - d. A brief description of emergency

10. Agree **NOT** to sell FBMOCC product. Agree **NOT** to use for the purpose of a raffle, ask for a donation of any kind, or require services in exchange for FBMOCC product.
11. Be sure that all products received from FBMOCC are stored at the location noted on the application. Product **CANNOT** be stored in a person's home.
12. Keep other on-site products stored separately from emergency feeding program. FBMOCC products must be stored under sanitary conditions, safeguarded against theft, maintained in appropriate temperature controlled environments, and must conform to all local, State and Federal requirements for safe and proper handling of food.
13. Be available for periodic inspections of the facility by FoodBank representatives. These inspections can be scheduled or unscheduled.
14. Check delivery or pick-up order as it is received. Warehouse release form must be signed by agency staff member or volunteer who acknowledges receipt of items indicated. **Missing or damaged items have to be reported immediately to FBMOCC staff**. Do not discard damaged items without authorization of FBMOCC main office staff.
15. Accept all donated items in **AS IS** condition and accept sole responsibility for the safety and fitness of all food items received from the FBMOCC.
16. Affirm that the original donor, the Foodbank of Monmouth and Ocean Counties, and Feeding America are released by the member charity from any liabilities resulting from donated product, are held harmless from any claims or obligations in regard to the agency or donated goods, and offer no expressed warranties in relation to the gift of goods.
17. Keep all FBMOCC records in the office for **three years** and have them available for review by the FoodBank staff at any time.
18. Agree **NOT** to share, sell, transfer or distribute FBMOCC products to other programs without written permission from FBMOCC.
19. Notify FBMOCC immediately in writing when program changes location, director/coordinator, type or size, or days & hours of program operation.
20. Agree **NOT** to give food or other items obtained from the FBMOCC to staff for personal use and must **NOT** serve food for general congregation/public use without written permission from FBMOCC.
21. Support the operation of FBMOCC with the prevailing per pound shared maintenance fee for products received.
22. Agree to comply with ordering policies and procedures set forth by the FoodBank and written in the FBMOCC Network Handbook.

Signature of Director/Coordinator

Title

Printed Name

Date

Note: Failure to comply with any of the above terms of agreement may result in suspension and/or termination of membership privileges.