



Membership Agreement/Release Form

I, _____, the Director/Coordinator of _____ agree to and will follow Fulfill's policies for participating in their program. Fulfill member charities must:

1. Agree that for the purposes of this agreement "Fulfill product(s)" refers to all food and non-food products received directly from Fulfill, including donated, purchased and government food sources, or through any product picked up directly from donors or food drives coordinated by Fulfill.
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 Fulfill). 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 Fulfill. The agency also agrees that if it utilizes food provided by Fulfill 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 Fulfill 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 Fulfill are used and distributed. **Submit required reports for each month by the seventh day of the following month.**
9. Keep records available for Fulfill 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 Fulfill product. Agree **NOT** to use for the purpose of a raffle, ask for a donation of any kind, or require services in exchange for Fulfill product.

11. Be sure that all products received from Fulfill 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. Fulfill 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 Fulfill 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 Fulfill staff**. Do not discard damaged items without authorization of Fulfill's 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 Fulfill.
16. Affirm that the original donor, Fulfill, 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 Fulfill records in the office for **three years** and have them available for review by the Fulfill staff at any time.
18. Agree **NOT** to share, sell, transfer or distribute Fulfill products to other programs without written permission from Fulfill.
19. Notify Fulfill 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 Fulfill to staff for personal use and must **NOT** serve food for general congregation/public use without written permission from Fulfill.
21. Support the operation of Fulfill 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 Fulfill 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.