



MEMBER AGENCY AGREEMENT

FOOD FINDERS FOOD BANK, INC.
50 Olympia Court, Lafayette, IN 47909-5182
Phone: 765-471-0062 Fax: 765-471-1101

PLEASE TYPE OR PRINT LEGIBLY WHEN COMPLETING THIS AGREEMENT

Agency Name:					
Site Address:					
	(Street)	(City)	(State)	(Zip)	(County)
Site phone #:		Fax #:			
Agency primary contact name & phone #:					
Financial mailing address:					
	(Street)	(City)	(State)	(Zip)	
Financial contact name & phone #:					
Days/Hours for Food Distribution					
Agency contact Email:					

The organization or agency shown above (hereinafter referred to as "Member Agency") agrees to and will comply with each of the following conditions to participate in the programs of Food Finders Food Bank, Inc. (hereinafter referred to as "Food Finders"):

1. The Member Agency shall be an established agency, corporation or association which serves the ill, elderly, infants and others in need, and which has been designated exempt by the Internal Revenue Service under Section 501(C)(3). Member Agency must be able to present a letter, on IRS letterhead, which states agency is "...exempt under section 501 (C) (3) of the internal revenue code", and that the agency is not a private foundation.
2. The Member Agency shall provide to Food Finders: (a) a copy of the organization's 501 (C) (3) IRS designation letter; OR (b) 14 point criteria for religious organizations on church letterhead.
3. The Member Agency will use the items only as they relate to the Member Agencies exempt purpose and solely for the feeding or assistance of needy individuals. Member Agencies 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. Recipients or Member Agency shoppers may NOT shop for themselves at Food Finders.

FOOD FINDERS SHOPPING HOURS: 8:00 A.M. – 4:00 P.M. Monday-Thursday
FOR SAFETY'S SAKE, CHILDREN UNDER 14 ARE NOT ALLOWED IN THE WAREHOUSE
OPEN-TOED SHOES ARE NOT ALLOWED ON THE SHOP FLOOR

4. Any food received from Food Finders shall be served by the Member Agency either onsite to its clients or be distributed by the Member Agency to its clients as packaged food. Repackaging of any food is forbidden, unless under the specifications and certification of the local or state Board of Health. (Any form of repackaging is forbidden by the TEFAP program.)
5. All Member Agencies must provide certification of food safety training for at least one current employee or volunteer. Member Agencies that prepare food or have onsite feeding programs must furnish a copy of a *manager* level food safety certification (i.e. ServSafe) for the current employee with oversight of the program.
6. Any non-food items received from Food Finders will be used and/or distributed by the Member Agency in accordance with the guidelines of this contract.
7. The Member Agency shall not, directly or indirectly, sell any food or non-food items obtained from Food Finders and shall not charge for any meals prepared with any food from Food Finders. Food or non-food cannot be used as payment instead of wages to Member Agency's employees.
8. The Member Agency shall store the items at the Member Agency or another site approved by Food Finders (NOT on privately owned property OR in a home). The Member Agency will monitor and use accepted health guidelines for refrigeration, storage, distribution, preparation and feeding of individuals. Food Finders reserves the right to monitor or inspect the facility where food or non-food items are stored.
9. The Member Agency shall pay Food Finders a handling fee for product received, which fee may be adjusted from time-to-time. A late fee of 1.5% will be levied on balances. Food Finders cannot accept personal checks, money orders or debit/credit cards. Cash will be accepted only for amounts less than \$1.00. Checks must be from the Member Agency's account named in the contract.
10. The Member Agency shall inspect all food upon delivery to determine if it is suitable for use. Food Finders should be notified immediately of unacceptable product received.
11. The Member Agency affirms that all items are accepted in "as is" condition.
12. The Member Agency understands that there are not expressed or implied warranties in relation to any items received by the Member Agency.
13. The Member Agency releases both the original donor and Food Finders from any liability or costs resulting in any item received by the Member Agency and further agrees to indemnify and to hold Food Finders, the original donor, and Feeding America free and harmless from any and all liabilities, damages, claims or suits, or any obligation whatsoever arising out of or attributed to any action of the Member Agency.
14. If requested, Member Agency shall be able to provide statistics for the location and numbers of persons/meals served, and any related information as needed by Food Finders.
15. The Member Agency will meet all IRS requirements and will maintain records of total amounts of donated product received and distributed.
- 16. Any change in the use of product, program make-up, or recipients, from which was originally approved on this application must be reported to Food Finders office staff immediately for approval. Product can only be used for programs in which the great majorities are low-income individuals unless an exception is approved.**

17. If the Member Agency receives perishable food from Food Finders, (produce, frozen items, etc.) it guarantees that it has adequate cooler or freezer space to store, transport and deliver it safely. Member Agency agrees to allow Food Finders representatives to conduct onsite monitoring visits to assure compliance with Food Finders and Feeding America regulations.

18. The Member Agency must maintain a file of all food bank receipts for one year.

19. Food or non-food items will be given "only to needy individuals, free of charge."

- a. Type of program (please check all that apply) Food Pantry day care non-food program soup kitchen homeless shelter large feeding program
- b. If you have a day care, do you receive funding for food from another source? yes no If yes, please explain: _____
- c. If program is seasonal, show dates: _____
- d. Average number of: meals served per month OR individuals served per month (count persons each time) and percent of this food from Food Finders (estimate if needed).
- e. Overall purpose of the program(s) and the targeted recipients: _____

Please indicate the percentage of your clients for each program that fall within the 2011 State of Indiana poverty guidelines. Food Pantry/Onsite/Others _____%

NUMBER IN HOUSEHOLD	MONTHLY INCOME	ANNUAL INCOME	NUMBER IN HOUSEHOLD	MONTHLY INCOME	ANNUAL INCOME
1	\$1,497	\$17,968	4	\$3,073	\$36,877
2	\$2,023	\$24,271	5	\$3,598	\$43,180
3	\$2,548	\$30,574	6	\$4,123	\$49,483
FOR EACH ADDITIONAL HOUSEHOLD MEMBER, ADD \$514					

If you do not collect income date, please indicate the percentage that you believe to be low income to the best of your judgment. Day Care required _____%

Please advise the quantity and capacity of your refrigerator(s) and freezers(s):

Refrigerators				Freezers			
How many?		_____		How many?		_____	
				Chest		Upright	
_____	Cu. Ft.	_____	Cu. Ft.	_____	Cu. Ft.	_____	Cu. Ft.
_____	Cu. Ft.	_____	Cu. Ft.	_____	Cu. Ft.	_____	Cu. Ft.

Walk in: _____

PLEASE PRINT LEGIBLY

The Shoppers below have read, understand and agree to abide by the terms of this agreement

Shoppers Name	Shoppers Name

If you would like to receive the shopping lists & other notifications:

Name	Email address

As a safeguard for your Member Agency, all changes in eligible shoppers must be written on your Member Agency's letterhead and signed by the Director of the Member Agency. As the Executive Director or Religious Leader in authority over the organization that provided the tax exempt status for this Member Agency, I acknowledge by my signature below that our Member Agency and the shoppers will comply with the conditions to participate in Food Finders' program as outlined in this Member Agency Agreement.

Print name:	
Signature:	
Title:	
Date:	

OFFICE USE ONLY

Food Finders' Director of Agency Relations Approval

Signature: _____ Date Approved: _____

Member Agency Agreement Term: From: _____ To: _____

TEFAP Agency: ____ Yes ____ No