

Food Recovery Agreement

Donor = Business/Event

FRO = Food Recovery Organization

The Food Recovery Agreement outlines the terms, conditions, and expectations between the following organizations to execute an Edible Food Recovery partnership.

Organization Information:

Donor Name

FRO Name

Donor Phone/Email

FRO Phone/Email

Donor Address

FRO Address

Service Logistics:

Type:

Collection

Self-haul

Pick Up Days:

S M T W TH F S

Or as needed

Acceptable Foods:

(ex. Produce, perishable, canned, dry, etc.)

Unacceptable Foods:

(ex. Damaged, punctured, moldy, displayed, etc.)

Donor Service Agreement Terms:

1. Donor agrees, to the best of their ability, to do the following:

- Sort, label, and bag acceptable edible food for pickup.
- Ensure donations comply with all federal, State, and local regulations for safe food handling.
- Ensure all donations are in original, sealed packaging or stored in food-grade containers in accessible, food-safe areas before the pickup window begins.
- Agrees that FRO may inspect donations upon self-haul/pickup.
- Agrees that either Donor and/or FRO document donation items, including amount, weight, types of food, expected duration of food freshness, and any other notable information/updates, and maintain records, *including products donated in pounds per month for a minimum of three years*, and/or transfer records to either party upon request at any time.
- Train staff in donation guidelines and provide only donations accepted under the agreement.
- Assign staff member(s) to communicate and assist FRO within 20 minutes of its self-haul or arrival at the drop-off/pickup window.
- Donor agrees to maintain records of donation pick-ups for up to three years.
- Other:

FRO Service Agreement Terms:

1. FRO agrees, to the best of their ability, to do the following:

- Accept approved/inspected donated edible food for distribution.
- Ensure FRO staff picking up donations are trained in safe food handling.
- Ensure all donations are in original, sealed packaging and stored in food-grade containers in accessible, food-safe areas before the pickup window begins.
- Acknowledge and begin assisting the Donor within 20 minutes of its self-haul or arrival at the drop-off/pickup window and maintain the prearranged schedule of arriving on time.
- Wear easily recognizable clothing and/or identification.
- Use active or passive (thermal blankets and/or coolers) temperature control while transporting perishable donations.
- Agree that either Donor or FRO document donation items, including amount, weight, types of food, expected duration of food freshness, and any other notable information/updates, and maintain records for a minimum of three years and/or transfer records to either party upon request at any time.
- Ensure that FRO inspections of Donor donations are completed with utmost care and transparency, with any concerns being expressly communicated to the Donor.
- Other:

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Terms & Conditions:

Both Donor and FRO will not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity or expression, unfavorable discharge from the military or status as a protected veteran;

This Agreement reflects the intent and understanding of the Parties' responsibilities and commitments. Any amendment or modification to this Agreement must be in writing, with approval by both Parties. This Agreement shall become effective as of the Effective Date and continue in full force and effect until terminated by either Party. This Agreement shall be governed by and construed by the laws of the State of California and applicable federal law, including, without limitation, the Bill Emerson Good Samaritan Food Donation Act and the State of California Good Samaritan Food Donation Act – which establishes Federal and State protection from civil liability for persons involved in the donation and distributions of food and grocery products when specific criteria are met, so long as donations are set in 'good faith.'

Signatures:

As Food Recovery partners, both parties agree to the responsibilities outlined above.

Donor Signature

Print Name

Date

FRO Signature

Print Name

Date

Check if this agreement applies for a one-time Special Event only