



Food Mobile Agreement

Name of Location for Distribution: _____

Agreement between Good Shepherd Food-Bank and the agency named above regarding the operation of a Food Mobile distribution at the location mentioned above.

General Overview of Program:

The Food Mobile is a “farmers market” style distribution. Good Shepherd Food-Bank’s truck arrives about 30 minutes prior to the distribution. The load consists of between five and eight different products with an emphasis on perishable products such as fresh produce and bakery items. It may also contain snack foods, condiments or any other items that are in abundance at Good Shepherd Food-Bank’s warehouse. The truck parks and volunteers from the site help to unload and set-up. A portion of each product is then set out on the tables for people to choose from. A line forms and once the distribution begins, each person then walks past the tables and chooses the items that they are interested in – packing their own bag as they go along. Volunteers are stationed behind the tables to restock items as needed and to make people aware of any products that have limits. The actual distribution takes about two hours. Any remaining product will be retained by the agency if they have an approved storage area. At the end of the distribution, volunteers will assist in cleaning up and tearing down. Good Shepherd Food-Bank’s driver will return the truck to our warehouse, taking any scrap, cardboard, pallets, etc., that is left on the truck.

Responsibilities of the distribution location:

- Identify a site coordinator who will oversee the distribution, supervise the volunteers and serve as Good Shepherd Food-Bank’s primary contact
- Identify a minimum of 4 on site volunteers to assist with the distribution
- Promote the Food Mobile distribution to local residents in need of assistance to ensure turnout
- Sign a written agreement with Good Shepherd Food-Bank
- Complete a post distribution survey and send to Good Shepherd Food-Bank for reporting purposes
- Distribute food equitably to those in need.

Responsibilities of Good Shepherd Food-Bank:

- Provide a truck and driver that remain on site throughout the distribution
- Provide a selection of products in quantities that will allow each resident to get a share
- Remove all excess product, trash, cardboard etc. at the end of the distribution
- Work with the on-site coordinator and volunteers to train them in this new distribution model
- Provide a written agreement to be signed by each site coordinator

Use of Food Provided by Good Shepherd Food-Bank:

- The Agency must distribute donated products free of charge for use by the ill, needy, or infants (minor children.) Further, the Agency must have a means for determining need based on income, distress, or other need-based factors.
- The Agency 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 protected veteran.
- The Agency will neither offer for sale, sell, transfer, nor barter the donated product in exchange for money, other properties, or services. Nor will the agency use Food-Bank items for fund raising purposes.
- Food will be distributed on a first-come, first-served basis.

Product Liability:

The Food Mobile program is operated under the 501(c)(3) exemption of Good Shepherd Food-Bank and is collaboration with the undersigned agents. The undersigned authorized agents of the program named above hereby warrant that the agency will receive surplus foods from Good Shepherd Food-Bank. Said agent further warrants the following:

- The above-described food will be inspected upon receipt and found to be fit for human consumption.
- All donated product is accepted by the Agency in “as is” condition.
- The Agency hereby warrants and guarantees to indemnify, defend and hold the Food-Bank, its employees and volunteers, Feeding America; and the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or attributed to, and action by the Agency in connection with its storage and/or use of the donated product supplied to it by the Food-Bank.

Conditions and Stipulations:

- Both parties enter into this agreement voluntarily.
- Either party may terminate the agreement by simply notifying the other party.
- Good Shepherd Food-Bank reserves the right to make site visits to any distribution site to assure compliance with this agreement and to terminate the agreement without notice if the program is found to be out of compliance.
- Good Shepherd Food-Bank reserves the right to limit the types and quantity of food given to the site.
- Good Shepherd Food-Bank reserves the right to cancel or reschedule due to severe weather or other conditions.

For the Hosting Agency:

(Director / Staff signature) Title: _____ Date: _____

For Good Shepherd Food-Bank:

(Program Manager / Staff signature) Title: _____ Date: _____