



# Maui Food Bank

## Agency Membership Agreement

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Chief Executive: \_\_\_\_\_

(E.g. Executive Director, Board President, Sr. Pastor)

IN ORDER TO DRAW UPON THE RESOURCES OF THE MAUI FOOD BANK (MFB), THE ABOVE AGENCY AGREES:

1. To have a current 501(c)(3) determination letter from the IRS OR meet the IRS requirements for classification as a church OR be in good standing under the umbrella of a parent organization, which holds a 501(c)(3) status and is not a private foundation.
2. To provide the MFB with copies of documents described above.
3. That all MFB food will be solely and exclusively provided only to needy individuals and/or households, and not for personal use or given to other organizations.
4. To serve food, free of charge, directly to its clients in the form of meals and/or food boxes to the ill, needy, or infants (minor children), limited to distribution and use only in Maui County.
5. To not sell, transfer, barter or offer for sale items obtained at MFB in exchange for money, property or services or otherwise allow items to enter commercial channels.
6. To not engage in seeking monetary donations at the immediate time and place of distribution.  
Not to use MFB food to solicit or encourage donations.  
Not to use MFB food for the purpose of fundraising either as prepared food (such as spaghetti dinners or bake sales) or as prizes/incentives.  
Not to distribute food at the same place and time of operating commercial ventures.
7. To not store and distribute food products from a location that is an individual's residence (food pantries only).
8. To provide and utilize cold and dry transport and storage space to ensure and maintain the safety and integrity of food items.

9. To have safe and proper handling of donated or purchased goods, which conforms to all local, state and Federal regulations.
10. To be licensed as a food service establishment according to the provisions and guidelines of the State Department of Health; at least one member will need to receive Food Safety Training; provide a copy of completed Food Safety certification to MFB.
11. To pay the MFB Shared Maintenance Contribution (SMC) Fee: to partially cover the costs of soliciting, collecting, storing, inspecting, and distributing millions of pounds of food each year; recipients can never be charged for food.
12. To keep all invoices on file for one year and make available to MFB monitors upon request.
13. To make payment with an agency check no later than 15 days after receipt of the monthly billing statement.
14. To permit periodic on-site inspection/monitoring by a MFB representative, with or without notice, to allow a mutual evaluation of the partnership and use of food items. To permit on-site inspection/monitoring by food donors or government agencies with or without notice.
15. There are no express warranties in relation to the food and/or products received from MFB.
16. To release both the original donor and the MFB from any liability resulting from the condition of the donated food and further agree to indemnify and hold the original donor and the MFB free and harmless against any and all liabilities, damages, losses, claims, causes of action and suits of law or equity or any obligation whatsoever arising out of or attributed to any action of said agency or personnel employed by said agency in connection with its storage and use of donated food. This agreement shall affirm that the original donor, the Maui Food Bank, and Feeding America:
  - i) Are released by the agency from any liabilities resulting from the donated goods
  - ii) Are held harmless from any claims or obligations in regard to the Agency donated goods
  - iii) Offer no express warranties in relation to the gift of goods
17. To 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, and disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
18. To comply with MFB policies and procedures regarding agency membership:
  - i) Agency representation at MFB sponsored meetings
  - ii) Participation and attendance at food safety and annual Civil Rights trainings
  - iii) Update MFB on changes in agency/program personnel
19. To complete and submit a monthly report by the 15<sup>th</sup> of the following month.

20. To accept client referrals from the foodbank and/or other social service agencies.
21. The Principle Officer will assume responsibility for the conduct of the authorized shoppers, record keeping and distribution of MFB food and products.
22. Agencies may not “thank” volunteers for their labor with MFB product. Instead, they should be redirected to other nearby agencies.
23. Emergency need by Agency staff/volunteer may be given on an incident by incident basis of need only, and not as a regular supplement, as this may be construed as compensation.
24. Religious Proselytizing cannot be discriminatory or onerous to the client, that the agency’s primary purpose is to provide and make goods available to all eligible, ill, needy, or infant individuals that are carried out without regard to religious preference.
25. MFB products cannot be given to municipal programs or entities operated directly by a branch of government at any level (jails, prisons, hospitals, schools, etc. that are entities of a municipality).
26. Any program even if sponsored by a 501(c)(3) church, may not provide MFB product to prison inmates (through Chaplaincy Programs) as this group does not satisfy the eligibility criteria.
27. Agencies must maintain regularly scheduled days and hours of operations, including posting a sign at the distribution site with the information and informing MFB if these days/hours of operations change. This will ensure that MFB can keep this information updated on Aloha United Way’s 211 hotline.

**I have read the Agency Membership Agreement and understand, accept and agree to all of the above terms. I understand that failure to follow Maui Food Bank policies and procedures will mean suspension and/or termination of membership.**

**AGENCY**

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Chief Executive’s Name and Signature Date

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Food Program Manager Name and Signature Date

**MAUI FOOD BANK**

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Maui Food Bank Representative Signature Date