

Dear Food Program Coordinator,

Thank you for your interest in Food Bank of the Rockies! We are delighted to learn more about your organization and how we may be able to work together to *Fight Hunger and Feed Hope* through our food distribution program.

The enclosed packet contains information about Food Bank of the Rockies (FBR) and what we do. In addition, you will find our membership application that you may fill out and return to us at your convenience.

Becoming a member is easy! To become a member agency of FBR, your organization should:

- Have 501 (c)3 Federal non-profit tax exempt status. A copy of your or a parent organization's 501 (c)3 must be attached to your application. (FBR provides exceptions for certain churches. If your organization does not have 501 (c)3 status, please call FBR for additional information)
- Have a Federal Employer Identification Number
- Provide to the ill, needy or infants (children under 18 years of age)
- Have adequate dry, cooler and freezer storage to insure wholesomeness of food until used or redistributed.

Once you have returned the application form, we will make an appointment to visit your agency. The purpose of the site visit is to meet you, confirm the program information you've provided, inspect food storage/food prep areas, and explain our ordering procedures.

Thank you again for your interest, and please do not hesitate to call us if you have any questions. We look forward to working with you and your agency to *Fight Hunger and Feed Hope*.

PLEASE MAIL TO THE APPROPRIATE FOOD BANK OF THE ROCKIES LOCATION:

In Colorado:

Food Bank of the Rockies
Attn: Chris Taylor
10700 E. 45th Avenue
Denver CO 80239
303.375.5850

In Wyoming:

Wyoming Food Bank of the Rockies
Attn: Agency Relations
PO Box 116
Mills, WY 82644
307.265.2172

In Western Slope:

Western Slope Food Bank of the Rockies
Attn: Jill Heidel
120 North River Road
Palisade, CO 81526
970-464-1138

(Please continue to the next page)



MISSION STATEMENT

Food Bank of the Rockies' mission is to end hunger by efficiently procuring and distributing food and essentials to people in need through our partner agencies in Northern Colorado and Wyoming.

We appreciate your interest in becoming a Food Bank of the Rockies' Member Agency
Food Bank of the Rockies includes Western Slope Food Bank of the Rockies and Wyoming Food Bank of the Rockies

Our application packet includes:

1. Application form
2. Liability Release Form
3. Member Agency Guidelines & Agreement

Your completed application must include the three items above with original signatures in addition to:

- A photocopy of your IRS / US Dept. of Treasury Letter of Determination which states your 501(c)3 tax-exempt status.
- Any descriptive material or pamphlets on your organization.

Wyoming agencies must also include:

- A Wyoming Sales Tax Exemption Certificate
- Completed Food Bank of the Rockies charge application

If you would like for your agency to become a charge account, please request an application from accounting at 303-371-9250 or 877-460-8504 (toll free) Ext. 0

We look forward to working with your program to Fight Hunger and Feed Hope!

Updated July 2011





FOOD BANK OF THE ROCKIES

Frequently Asked Questions

What does Food Bank of the Rockies do?

We fight hunger and feed hope. Food Bank of the Rockies, (FBR) a non-profit organization, distributed 39.4 million pounds of food last year through 800 partner agencies, the equivalent of 83,000 million meals for hungry children, seniors and families. Those agencies administer more than 1,100 hunger-relief programs in Northern Colorado, including Metro Denver and the entire state of Wyoming. Our shared efforts equate to over 76,000 meals for less fortunate individuals every day.

Food Bank of the Rockies' key programs are Fighting Hunger Feeding Hope – our food distribution program, Denver's Table Food Rescue – retail store food rescue and FBR's Nutrition Network – programs for children and seniors. Food Bank of the Rockies is a member of Feeding America.

How does Food Bank of the Rockies distribute its food?

Any IRS-certified 501(c)(3) nonprofit organization with a hunger-relief program serving the ill, needy or children, may apply for membership. There is no membership fee. Shelters, food pantries, emergency assistance programs, child-welfare centers, senior citizen nutrition programs, churches, synagogues, community centers, halfway houses and other similar organizations distribute FBR food.

Who receives the food distributed by Food Bank of the Rockies' agencies?

42% of those receiving food assistance are children. Seniors represent 5% of our clients. Many recipients are the working poor. 42% of the households receiving food assistance from our agencies have at least one working adult. 14% of our recipients are homeless.

Why do agencies use Food Bank of the Rockies rather than other sources to supply their hunger-relief programs?

Agencies know the food at our warehouse is handled safely, professionally and in accordance with all food industry, government agency, health and sanitation standards. We provide the most cost-effective way for agencies to access the greatest variety of food and necessities in volume. Agencies have a team of full-time FBR professionals with national connections to secure the best product available. Our member agencies are able to use more of their funds to provide services to their clients. Through FBR, not only do hunger-relief programs save

significantly, they have access to a greater variety of high-quality items. In addition, we offer education, support and resources for our agencies, helping to enhance and expand their programs and funding.

Who supports Food Bank of the Rockies?

Funds to cover expenditures for operations, equipment, purchased food and other necessary administrative costs are raised through foundation and corporate grants, as well as contributions by individuals and proceeds from promotions and special events.

Do agencies pay Food Bank of the Rockies for the food they receive?

No. However, to help cover our transportation and warehouse expenses, agencies contribute an small Agency Support Fee (ASF). The IRS permits this system if the fee is not based on the value of the product and food recipients are not charged. Fees range from 0¢ -18¢ per pound. Partner agencies contribute an average ASF of 6¢ per pound; according to Feeding America, the average value of Food Bank of the Rockies' inventory is \$1.60 per pound. To encourage consumption over spoilage, fresh produce, dairy and all bread is distributed free. Last year, FBR gave away millions of pounds of food with no ASF. Products donated to FBR through food drives are always distributed without a fee. No fee is ever passed on to our agencies' clients.

Where does the food come from?

Hundreds of national and local companies, including food manufacturers, distributors and retailers, donate products to FBR. Donations are made for many reasons. Common donations come from surplus, mislabeling, damaged packaging, or generous acts to help those in need. Non-food essentials such as soap and personal products are also donated. Food drives contribute an essential mix of products for emergency food boxes. Through FBR's food-purchase program, we search nationwide for items most sought after by our agencies and procure them at the best possible price.

Why should someone donate to Food Bank of the Rockies?

When you support FBR, you make it possible for over 1,100 hunger-relief programs to assist those in need. Every donation is put to very good use; 96¢ of each dollar we receive goes directly to Food Bank of the Rockies' programs. In addition, our relationships within the food industry make it possible for FBR, through our agencies, to provide over 4 meals for every dollar received.

How long has the Food Bank been a part of this community?

Founded in 1978, originally FBR was known as the Colorado Food Clearing House. Operating from a schoolroom in Northwest Denver, the fledgling organization collected food from nearby Safeway stores and distributed it to one agency. Today, our efforts reach across the Denver Metro area, Northern

Colorado, the Western Slope & Wyoming, providing food to more than 1,100 hunger-relief programs. We are a member of Feeding America, a national network of food banks.

What kind of facilities does the Food Bank have?

Food Bank of the Rockies' 106,000-square-foot Denver facility includes over 88,000 square feet of warehouse space which includes refrigeration, freezers, food reclamation and repackaging capabilities. Since April 1998, Western Slope Food Bank of the Rockies has served the needs of member agencies in that region from its 12,700-square-foot warehouse in Grand Junction. In October 2004, Wyoming Food Bank of the Rockies opened a 15,000-square-foot warehouse southwest of Casper, in Mills.

Who manages the Food Bank of the Rockies?

Food Bank of the Rockies is a Colorado-based, private, nonprofit corporation, exempt from federal income taxation. Operating and budgetary policies are governed by a volunteer board of directors, composed of representatives from the food industry, business community and concerned individuals.

Are you rated with any of the charity monitoring groups?

Food Bank of the Rockies is a BBB accredited charity. 96¢ of every dollar we receive goes toward our hunger relief programs. More information, links to our financials and links to the BBB charity site can be found at www.foodbankrockies.org.

Updated July 2011

FOOD BANK OF THE ROCKIES

SAMPLE 501(C)3

District Director

Date: DEC 15 1979

SAMPLE

501(C)3

Employer Identification Number:

Accounting Period Ending:

September 30

Foundation Status Classification:

509(a)(1) & 170(b)(1)(A)(vi)

Advance Ruling Period Ends:

September 30, 1983

Person to Contact:

Judy Hitchcock

Contact Telephone Number:

(312) 397-5114

AUG:EO: 78-3846

Dear Applicant:

Based on information supplied and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

300 E. 9th St., Austin, Tex. 78701

1979

Letter 1045(DO) (6-77)

FOOD BANK OF THE ROCKIES

WYOMING AGENCIES MUST ALSO INCLUDE:

• A Wyoming Sales Tax Exemption Certificate



Wyoming Sales Tax Exemption Certificate (see back of this form for instructions)

must be collected on all sales of tangible personal property or taxable services unless an Exemption Certificate or Direct Pay Permit is furnished. Read instructions on back of form before completing this Certificate.

Issued to (Seller):	Date Issued:
Street Address	City State Zip Code

To Be Completed By Purchaser: I, the undersigned, hereby certify that I am making an exempt purchase as follows:
 Wyoming or Out of State Vendors sales/use tax license/registration number _____ Wyoming Non-licensed Resale _____

My principal business or activity is _____
 I claim an exemption for the following reason(s) (place an X in applicable box or boxes):

Purchase For Resale:

1. Purchases made for resale or taxable services for resale. (Licensed vendors only.)

Purchase By Commercial Agricultural Producer:

- 2. Purchase of livestock kept for agricultural use or for resale or for profit, which includes, but is not limited to: horses, cattle, mules, asses, sheep, swine, llamas, bison, ostrich, emu, poultry, fish, and bees.
- 3. Purchase of power or fuel used directly in agriculture. Must be metered, stored, or separately accounted for to distinguish it from non-exempt power or fuel.
- 4. Purchase of feeds used in commercial feeding of livestock for marketing purposes. Also includes seeds, roots, bulbs, small plants, and fertilizer planted or applied to land, the products of which are to be sold or applied to land in a state or Federal crop set aside program.

Purchase of Rolling Stock:

5. Purchase of rolling stock including locomotives purchased by interstate railroads, aircraft purchased by interstate air carriers and trucks, truck tractors, trailers, semitrailers, and passenger buses purchased by interstate carriers which are holders of valid Federal Highway Administration or Civil Aeronautics Board permits or authorities if they are to be substantially used in interstate commerce.

Purchase Made By Persons Engaged In Manufacturing, Processing, Or Compounding:

- 6.* Purchases of tangible personal property for manufacturing, processing or compounding if that property becomes an ingredient or component of the final manufactured product and purchases of containers, labels, or shipping cases used for the tangible personal property so manufactured, processed, or compounded.
- 7. Purchase of power or fuel by a person engaged in the business of manufacturing or processing when the same is consumed directly in manufacturing or processing. Must be metered, stored, or separately accounted for to distinguish it from non-exempt power or fuel.
- 8. Purchase of power or fuel by a person engaged in the transportation business when the power or fuel is used in generating motive power for actual transportation purposes.
- 9. Purchases of fuel for use as boiler fuel in the production of electricity.

Purchase Made By Exempt Organizations:

- 10.* Purchase made by religious or charitable organizations.
- 11. Purchase made by the United States Government.
- 12. Purchase made by the State of Wyoming or its political subdivisions.
- 13. Purchase made by Wyoming Joint Apprenticeship Training Programs.
- 14. Purchase made by Wyoming Joint Powers Boards.
- 15.* Purchase made by non-profit organizations providing meals or services to senior citizens.
- 16. Purchase made by an Irrigation District created under W.S. 41-7-201 through W.S. 41-7-210.
- 17. Purchase made by a Weed and Pest District.

Purchase Made By Special Groups:

- 18. Purchase made on the reservation by enrolled tribal members residing on the Wind River Indian Reservation.
- 19. Purchases of noncapitalized equipment and disposable supplies used in the direct medical or dental care of a patient.
- 20. Other: Specify: _____

* All exemptions marked with an asterisk requires prior approval from the Department of Revenue before taking this exemption. Evidence of prior approval is a Department of Revenue letter of authority. I understand that by signing this certificate I may make "tax free" purchases of tangible personal property or purchase taxable services which are for exempt purposes. I will pay sales or use tax on all tangible personal property used or consumed in a taxable manner. In addition, I understand that I will be liable for the tax due, plus substantial penalty and interest for any erroneous or false use of this certificate.

Name of Purchaser: _____	Street Address: _____
Signature of Owner, Partner, Officer of Corporation, etc.: _____	City: _____
Title: _____	State: _____ Zip: _____



FOOD BANK OF THE ROCKIES

Application Process

Most agency applications go through the following process:

1. FBR receives agency's completed application and a copy of the agency's 501 (c)3 or the 14 point criteria.
2. A FBR representative will monitor the agency's food storage. (see below)
3. All applicants are reviewed by a peer Member Agency Committee. (meets monthly)
4. All approved agencies must attend a FBR Agency Orientation. (conducted monthly)

Food Storage Guidelines

The purpose of the monitoring is for FBR to get to know your agency better, to insure food is stored safely, and to determine if food is utilized properly. Food Bank of the Rockies asks that food be stored in the following manner:

- *Storage areas must be clean, dry and well ventilated.
- *Proper temperatures must be maintained.
 - Dry temperature 50 F – 70 F
 - Refrigerator temperature 35 F – 40 F
 - Freezer temperature 0 F or below
- *Strong shelves and/or floor racks should be provided.
- *All dry food must be 6" off of the floor and 2" away from the walls.
- *Food and non food items should be stored in different areas/ shelves.
- *Any bad cans, unlabeled products, open packages and spoiled product should be discarded.
- *Utilize the "first in, first out" method by rotating food products.
- *"When in doubt throw it out" when you question if a product is safe to consume.
- *Maintain monthly pest control logs. Date/Time of facility visual inspection for evidence of pests. If you use a pest control company, record the day they inspect your facility. Sample logs will be provided.
- *Maintain daily logs of temperatures in all refrigerators/freezers. Simply check the temperature and enter date/time to the log sheet hanging on the unit. If you are not at the facility every day, please check and record on the dates a staff member or volunteer is present. Sample logs will be provided.
- *Maintain daily cleaning logs for each day a staff member or volunteer preforms this function. Sample logs will be provided.
- *Keep record of households served. A recommended form will be provided.
- *Keep Food Bank of the Rockies invoices for 3 years for IRS purposes.

Updated March 2012



FOOD BANK OF THE ROCKIES

Agency Support Fee

WHAT IS AN AGENCY SUPPORT FEE? (ASF)

Agency support fees are contributed to Food Bank of the Rockies by member agencies in return for services provided to them by the Food Bank. The ASF helps cover the cost to distribute the food, such as transportation, refrigeration, warehousing, etc... not cost of the food. The Food Bank does not sell its product to member agencies. The Food Bank asks a contribution to help with its operational overhead. The current ASF ranges from 0 - .18¢ per pound.

Each agency contributes for Food Bank product on a per pound basis. The IRS has ruled that such a system is permitted if charges are not passed along to individuals and the fee is not based on the value of the product. However, the persons receiving the food are never charged for the food.

WHY ARE AGENCY SUPPORT FEES NECESSARY?

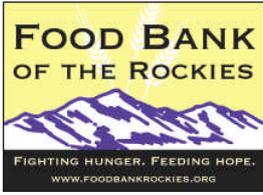
Food Bank of the Rockies is a non-profit food distribution center with the capability of receiving, storing, and distributing dry, refrigerated, and frozen food and grocery products. These products must be handled safely and professionally. Although handling products in a professional manner is part of what causes overhead, it is also what ensures the safety of the food.

Besides safe food handling and good warehouse sanitation practices, other costs supported by the fee include transportation, record keeping and product tracing. Although the product is donated, the freight costs are not.

The Food Bank covers the rest of the expenses with donations from corporate and foundation grants, special events, and individual contributions. FBR also depends heavily on volunteers to assist with every aspect of Food Bank operations.

Agency support fees enable a community to operate one food distribution system, thereby saving individual charities the high cost of storage, personnel and transportation, which would be required to receive large food donations directly. The cost efficiencies achieved through the agency support system allow agencies to spend more of their funds providing specialized services to their clients, rather than on expenses associated with food procurement.

Updated July 2011



Food Bank of the Rockies Agency Application

I. ORGANIZATION INFORMATION

Date _____ Telephone (____) _____ Fax (____) _____

Name of Organization: _____

Mailing Address: _____

City _____ State _____ Zip Code _____ - _____ County _____
(Must include last 4 digits)

Address of Food Storage Facilities: _____

City _____ State _____ Zip Code _____ - _____ County _____
(Must include last 4 digits)

Director: _____ Director Email: _____

Contact Person: _____ Contact Email: _____

Federal Employer Identification Number: _____

Liability Insurance Carrier: _____

Is your organization an affiliate of a larger organization? _____

If yes, list name and address of this organization? _____

City _____ State _____ Zip Code _____ - _____ County _____
(Must include last 4 digits)

Please describe your organization's purpose:

How long has your organization been in operation? _____

How is your organization funded? _____

Please list services your organization provides to clients: _____

II. FOOD PICKUP AUTHORIZATION

List the people authorized to pick up food from the Food Bank:
 (You may have up to 4 pick-up people, please list name address and phone number please)

Name	Address	Phone #	Email

III. FOOD STORAGE FACILITIES

1. Number of freezers: _____
2. Number of refrigerators: _____
3. Dimensions of dry storage: _____ X _____ X _____
 Height Length Depth
4. Will food be stored in a locked area / cabinet? _____
5. Pest Control Company Name: _____
6. Please list any other storage sites being used for storing dry, refrigerated or frozen items:

IV. PROGRAM INFORMATION

1. Please define the geographic area or boundaries your organization serves: _____

2. Who will be the recipients of your food program? _____

3. What percentage of food recipients will be low-income and/or eligible for government aid?

4. How will your organization determine if a client is eligible for your food program? _____

5. If already in operation, what percentage of your clients are regularly using your food program? (more than 3 times a year) _____%

6. If a religious organization, what percent of your food recipients will be from your own congregation? _____%

7. Will you charge for your food program? _____

If yes, please explain: _____

8. How will your food program be funded? _____

9. What will be your annual food budget? _____

10. What percentage of your food will come from donations? _____%

Direct purchases _____%

Food Bank of the Rockies _____%

IF YOUR ORGANIZATION WILL BE PREPARING AND SERVING MEALS OR SNACKS, PLEASE COMPLETE QUESTIONS 11- 17 LISTED BELOW.

11. Is an on-site feeding program currently in operation? _____

If yes, since when? _____

12. Which days and hours will you serve meals? _____

Daily

Weekly

Monthly

(circle one)

Is your operation:

Seasonal

Year Round

(circle one)

13. How many clients will be fed at each serving period? _____

Snack _____ Breakfast _____ Lunch _____ Dinner _____.

14. Has the Health Department inspected your facilities? _____

If yes, date of last inspection: _____

15. Name of person in charge of food preparation: _____

16. Has this person had food handling training? _____

17. Do any of the food preparers have a Food Handlers Card? Yes or No

Name of person(s): _____ Date expires: _____

IF YOUR ORGANIZATION WILL BE DISTRIBUTING FOOD BOXES TO NEEDY PERSONS, PLEASE COMPLETE QUESTIONS 18 – 20 LISTED BELOW.

18. Is a food box program currently in operation? _____

If yes, since when? _____

19. Which days and hours will clients be able to receive food boxes? _____

20. Please indicate the average number of households you anticipate to receive food boxes each month: _____

TO BE COMPLETED BY ALL APPLICANTS:

How did you hear about Food Bank of the Rockies? _____

By signing below, we agree that the information provided is complete and accurate to the best of our knowledge:

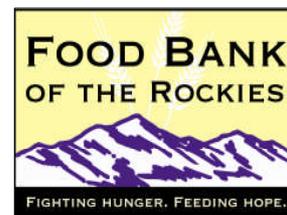
X _____ Telephone _____
Signature, Chairperson, Board of Directors

X _____ Telephone _____
Signature, Organization Director

X _____ Telephone _____
Signature, Food Program Director

Updated August 2010

**Agreement between Food Bank of the Rockies,
which includes Western Slope Food Bank of the Rockies
and Wyoming Food Bank of the Rockies,
(hereinafter referred to as FBR) and**



_____ **(Member Organization name)**

The purpose of this agreement, and any attachments, is to define the services that will be provided to MEMBER ORGANIZATION by FBR and the duties and responsibilities of each.

The purpose of FBR is to collect and re-distribute surplus food and essential items to tax exempt, 501(c)(3) organizations as defined by Section 170(e)(3) of the Internal Revenue Code.

FBR's Mission is to end hunger by efficiently procuring and distributing food and essentials to people in need through our partner agencies in Northern Colorado and Wyoming.

The undersigned authorized agents of the MEMBER ORGANIZATION agree to and will ensure compliance with the following criteria in order to participate in the FBR distribution program:

1. Must meet IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3) and must have 501(c)(3) federal tax exempt status and provide a copy of the IRS tax-exempt letter to FBR and notify FBR of any changes to their tax status.
2. Must agree to adhere to additional donor stipulations.
3. Must serve directly to clients in the form of meals (referred to as "ON SITE"), or distribute items for emergency situations and/or supplemental assistance (referred to as "FOOD BOX") within FBR's service areas in Colorado or Wyoming. No products will be distributed to any other organization
4. Understands and agrees that certain food items are restricted for use in ON SITE feeding programs or FOOD BOX programs only. If the Member Organization provides ON SITE and FOOD BOX services, they will ensure that restricted food items are used in the proper program.
5. The Agency agrees it will not engage in discrimination, in the provision of service against a 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.
6. Must not require mandatory donations, volunteer time or participation in a religious activity or service in order to receive food, nor show preferential treatment to clients who do participate, donate or volunteer.
7. Shall use the products solely for charitable purposes related to the Member Organization's mission. FBR product must not be given to staff for personal use, served for general agency or congregation use or be used for fundraising purposes, such as prizes or gifts.

8. The Member Organization, its employees, its volunteers, and its clients must not sell, transfer, trade or barter any items received from FBR in exchange for money, property or services or otherwise allow the items to enter commercial channels.

9. Agrees to scheduled and random monitoring of its food program(s) by FBR staff and/or volunteers appropriately trained by FBR, which will be conducted at a minimum once every two (2) years and agrees to fully participate and allow FBR trained staff and volunteers access to facilities and clients for FBR/Feeding America research projects as requested.

10. Agrees to notify FBR in writing within 15 days, when there are any changes to their food program including: location, director, contact, shoppers, type/size of food program or additional storage or distribution sites. Note: New shoppers must attend an orientation session prior to placing an order.

11. Agrees to abide by the policies, procedures and record keeping requirements of FBR, including maintaining annual chronological records of all receipts for products received from FBR. This record must be made available to FBR during monitoring visits and kept on file for three (3) years for IRS purposes. The Member Organization may be asked to provide statistical information.

12. Agrees to support the operation of FBR with an agency support fee ("ASF") up to the current FBR/Feeding America specified rate per pound for product received, payable at the time of pick up.

13. Agrees that any check used to pay the agency support fee returned to FBR for Insufficient Funds, Account Closed, or any reason is subject to a service charge plus any costs or other fees incurred to collect unpaid amounts.

14. Agrees to abide by local, state and federal laws regarding food handling, food safety and storage.

15. Must have adequate storage space and agrees to store all food in a manner that is appropriate given the nature of the various food products to insure wholesomeness until used and/or distributed. FBR prefers food storage facilities to be commercial buildings. Member organizations with residential storage/distribution facilities will be accepted at the sole discretion of FBR.

16. All items are accepted in "as is" condition. The Member Organization agrees to inspect the food as soon after receipt as is possible and to determine whether the food is fit for human consumption. If not, please immediately discard any unfit food and advise FBR. The Member Organization is not responsible for hidden, unobtrusive defects; that is, defects which a prudent inspection would not disclose.

17. Acknowledges that its receipt of products is a donation and not the result of any sales transaction; as such, the Member Organization acknowledges that no express warranties have been given and no implied warranties apply to the nature and condition of the products. The Member Organization releases and holds harmless the original donor, FBR and Feeding America, from any liabilities resulting from the donated products.

18. The MEMBER ORGANIZATION agrees to immediately notify FBR whenever it receives notice of any claim of liability with respect to food or any report of illness which may have been caused by food provided by FBR.

19. FBR will make every attempt to notify members via email, website and waiting area postings of any FDA recalls or safety issues related to product. Member agrees to check FDA recall website via link on FBR website a minimum of once weekly.

20. Agency agrees to keep a minimum of one (1) staff person from each program food safety certified at all times. Certification is available through Food Bank of the Rockies at no charge, or through outside sources at agency's cost. If training takes place outside of Food Bank of the Rockies, agency will provide proof of certification, along with the name of the training company and date of course.

21. FBR has zero tolerance for the following:

- a. Threats or violent acts directed to staff, volunteers, agency representatives or property of FBR: This includes, but is not limited to, threatening or hostile behaviors, physical abuse, vandalism, arson, or sabotage.
- b. Theft: Theft includes consuming or possessing FBR items meant for those eligible clients being served by the MEMBER ORGANIZATION.
- c. The manufacture, possession, sale or use of any controlled substance while on FBR premises.

Violators will be asked to leave FBR's premises and will not be allowed to return. In addition, his/her MEMBER ORGANIZATION will be contacted and further action may be taken, including and up to possible suspension/termination of member status.

22. In the event of an accident involving a designated representative of the MEMBER ORGANIZATION occurring anywhere on FBR premises, prompt notification of FBR personnel is required. Report all injuries (including minor injuries), fill out and sign accident report provided by FBR. Authorized representatives of the MEMBER ORGANIZATION assume all risks of visiting, shopping and volunteering in an environment that includes, but is not limited to, lifting heavy boxes, working near machinery, walking on or around pallets of product, standing on cement or asphalt, or other potential dangers as exist in and around an operating warehouse/storage facility.

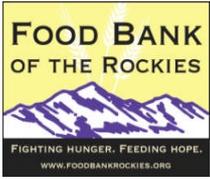
23. In the event FBR has reason to believe any parts of this agreement have been violated, the MEMBER ORGANIZATION understands the following procedures will be employed. The action taken depends on the severity of the violation and could be any of the following:

- a. Investigation
- b. Letter of warning
- c. Probation period
- d. Follow up to confirm compliance
- e. Loss of charge account privileges
- f. Loss of VIP privileges
- g. Termination

Member Organizations suspended or terminated may plead their case with the Member Agency Committee at their regularly scheduled monthly meeting and agree to abide by the decisions of this committee and Food Bank of the Rockies.

24. In the case of suspension or termination, the Member Organization agrees to return any product previously received from FBR still in its possession at the request of the FBR.

25. This agreement can be terminated by either party, without cause, by written notice at least fifteen (15) days prior to termination.



The undersigned three people agree their organization is an independent corporation, tax exempt under Section 501(c)(3) of the Internal Revenue Code, and as such is a recipient of services and goods from FBR. Such goods are intended to be distributed to needy individuals in accordance with requirements of Section 170(e)(3) of the Internal Revenue Code.

Signature, Board of Directors Chairperson or equivalent Date: _____

Printed Name Title

Address: _____

Telephone: _____ email: _____

Signature, Organization Director or equivalent Date: _____

Printed Name Title

Address: _____

Telephone: _____ email: _____

Signature, Food Program Director or equivalent Date: _____

Printed Name Title

Address: _____

Telephone: _____ email: _____

NOTICE TO MEMBER ORGANIZATION:

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND A STRICT RELEASE OF LIABILITY.

1. AGREEMENT. This Agreement is between Food Bank of the Rockies

(FBR) and _____
(Member Organization)

this _____ day of _____, 20 ____.

During active participation in the food distribution program offered by FBR, the Member Organization will receive assorted foods from FBR.

2. INSPECTION. The Member Organization agrees that it will be solely responsible for determining whether said food is fit for human consumption. It is the Member Organization's responsibility to review postings of FDA recalls either through FBR's link to the FDA site online, or through postings at the Agency waiting area per #19 in the Agency Agreement.

3. DISCLAIMER OF WARRANTIES. The Member Organization Acknowledges it accepts all food from FBR "as is". FBR, Feeding America and the original donors expressly disclaim any implied warranties of merchantability or fitness for a particular use. There are no express warranties in relation to this gift of food. No person is authorized to give any warranties on behalf of FBR to assume any liability for FBR.

4. RELEASE OF LIABILITY – INDEMNIFICATION. The Member Organization releases FBR, Feeding America and the original donor from any liability resulting from the condition of the donated food. The Member Organization further agrees to indemnify and hold harmless FBR, Feeding America and the original donor from all liabilities, damages, losses, claims, causes of action at law or at equity, or any obligation whatsoever arising out of or attributed to any action of the Member Organization or any personnel employed by the Member Organization in connection with shopping, loading, other warehouse activities, storage or use of donated food.

(Member Organization)

SIGNED: _____

(Print Name and Title)