



Food Bank of the Rockies Food for Kids team is excited to announce the release of our 2021-2022 After School Meal program (CACFP) application. If you are interested in participating in the program, please complete the following application and return to us as soon as possible.

Please review the following information carefully to determine your site's eligibility:

- **Approved sites may be selected to participate in one of two programs. View *"Information and Site Requirements by Meal Type"* on the following pages for further details**
 - USDA approved full fresh meals delivered daily (serve a minimum of 30 children; minimum may vary depending on your location within Food Bank of the Rockies' service area).
 - USDA approved full packaged shelf-stable "super snack" (minimum of 200 meals monthly).

Due to the COVID 19 Waivers, we have been allowed the following flexibilities by the USDA and State of Colorado:

1. Allowing Non-congregate feeding (Grab & Go Meals)
2. Allowing Meal Service Time Flexibility: Multiple meals distributed at once for multiple days. Service days may NOT overlap. Ex. Monday distribution of two meals to cover Monday and Tuesday; no distribution Tuesday. You can provide meals for more than one day at a time.
3. Allowing parents and guardians to pick up meals for children
4. Area Eligibility: Allows afterschool sites to participate in the At-risk Afterschool Program even if the site is not located in the attendance area of a school in which 50% or more of the enrolled children are certified eligible for free and reduced-price school meals.

At-risk afterschool programs must offer an enrichment activity regardless of whether or not the site is providing onsite care or utilizing the non-congregate feeding waiver. For at-risk afterschool sites utilizing the non-congregate feeding waiver, the enrichment activity may be conducted virtually or in other non-congregate ways. Ideas include: online homework assistance, activity packets, electronic games and books, or other e-learning activities.

In addition to appropriate after-school programs, approved sites must meet the following standards and take required training:

1. Participating sites must be classified as "open" and make meals available to all children without regard to race, color, age, sex, disability, or national origin.
2. Participating sites must supply the actual number of children to be served by race and ethnic category as part of this application.
3. Each participating site must display the "And Justice for All" poster and the menu (both provided by Food Bank of the Rockies) in locations visible by children, parents and visitors.
4. At minimum, all Staff directly responsible for program administration (meal service and reporting) must attend After-School CACFP training provided by Food Bank of the Rockies (training dates/times listed on Application); person(s) will be responsible for the performance of the site's food distribution in accordance with established Food Bank of the Rockies, State of Colorado, and USDA standards.
5. At least one site representative responsible for food distribution must complete the Food Safety and Civil Rights online training courses annually available on Food Bank of the Rockies' website:
<https://www.foodbankrockies.org/partner-portal/partner-training/>
6. Sites may not charge for the meals and may not receive funding or reimbursement from any governmental entity.
7. Sites must have (and provide a copy of) a current child care license or be determined exempt by CDHS

Link2Feed – no more paper!



Starting this year, we began using an online tool called **Link2Feed** to capture meals and snacks served. This method replaces the paper forms. **NO MORE PAPER!** We're saving trees and money...no more emailing or faxing us sheets...no more filing!

- Secure and encrypted site; password protected – each user gets their own user name and password
- Training will be provided
- Works with Grab'nGo and traditional afterschool service
- Requires internet access – wired, WiFi, or Hot Spot
- No software needed – you can access Link2Feed from most browsers (Chrome is recommended)
- Link2Feed can be used on a computer, tablet, laptop or smartphone
- Have a list of kids who attend your program? You can import lists of kids in advance of your first service
- Meals recorded with a click of a button
- Record your food temps
- Record number of meals received and any unserved meals (due to waste, damage, or lower numbers)
- Provide us with notes or comments about the meals or supplies needed
- Reporting tools

If you have limited technology capacity (internet and/or hardware), that would prohibit your site from using Link2Feed, please let us know. Failure to record daily counts in L2F may result decline of program participation and in meal suspension.

0
Total Meals Served Today

School Year
Start a new Meal Service

School Year Meal Service Details

Number of meals received *

Temperature of meals received *

Temperature of milk received *

Date *

mm-dd-yyyy

Time meal service will end *

8:00 PM

Legend: 0 meals Attended no meals 1 meal 2 meals

Search...

Last Name	First Name	# of Meals
Taylor	Chris	1

Showing 1 to 1 of 1 entries

Additional Children Requesting Meal
0

Total Damaged Meal
0

Eligible Carry Over Meals
0

Meal Type Selections

CACFP—Information and Site Requirements by Meal Type

Each type of meal available has certain site requirements related to quantity, storage, and food safety. Please review each below to help you determine the best meal to serve at your site. Contact Food for Kids staff if you have any questions. FFK@foodbankrockies.org

<u>Shelf-stable “Super Snack” Meal</u>	<u>Fresh Meals</u>
<p>Minimum served — 200 monthly**</p> <p><i>** Min. is a combination of meals: lunch and/or supper</i></p> <p>Meals meet USDA requirements (see sample menu)</p> <p>Storage</p> <ul style="list-style-type: none">· Cool, dry area—shelving or cabinets· Shelf stable (UHT) milk can be refrigerated but not required· Maintain storage temps with thermometer and temperature log <p>Food Safety and Sanitation</p> <ul style="list-style-type: none">· Hand washing facilities (sink/soap/towels or hand sanitizer)· Daily cleaning of serving and eating surfaces· Trash cans <p>Other</p> <ul style="list-style-type: none">· Meals are picked up weekly at FBR by the site; rural delivery subject to availability	<p>Minimum served— 30 daily**</p> <p><i>** Min. is a combination of meals: lunch and/or supper</i></p> <p>Meals meet USDA requirements (see sample menu)</p> <p>Storage</p> <ul style="list-style-type: none">· Refrigerator· Residential size for up to 65 meals, including milk· Commercial size for more meals· Maintain refrigerator temps with thermometer and temperature log (temp at 39° or below) <p>Food Safety and Sanitation</p> <ul style="list-style-type: none">· Hand washing facilities (sink/soap/towels or hand sanitizer)· Food storage temps monitored and recorded (thermometers and logs will be provided)· Daily cleaning of serving and eating surfaces <p>Other</p> <ul style="list-style-type: none">· Meals are delivered by our vendor daily or as scheduled; rural delivery subject to availability

Sample Menus

Food Bank of the Rockies and its approved vendors follow the USDA meal pattern for child nutrition programs for meals provided to sites. Below are examples of menus for each of our meal choices. Menus are subject to change; menus below are samples. Special dietary requests will be accommodated with a doctor's written note.

Shelf-stable "Super Snack" Meal - These come pre-packaged for easy serving. UHT Milk is separate and can be refrigerated.



Chicken Salad Sunflower Kernels WG Crackers Amazing Raisins 100% Veg/Fruit Juice	Cheese Plank Sunflower Kernels WG Pizza Crackers GoGo Squeeze Applesauce 100% Veg/Fruit Juice	Bean Dip Sunflower kernels WG Corn Chips Craisins 100% Veg/Fruit Juice	PB & J Squeezers Sunflower Kernels WG Crackers Fruit Cup 100% Veg/Fruit Juice	Sunbutter Cup Sunflower Kernels WG Cracker Craisins 100% Veg/Fruit Juice
Milk (8 oz.)	Milk (8 oz.)	Milk (8 oz.)	Milk (8 oz.)	Milk (8 oz.)



Fresh Meal— Made fresh. Cold meals served in a unitized, individual, sealed tray.

Some meals can be served hot if site has appropriate heating options.

<u>WG PBJ Bites</u> Peanut Butter & Jelly Baby Carrots String Cheese Blueberries	<u>Southwest Chef Salad</u> Southwestern Chicken Corn Salsa Shredded Lettuce & Cheese Pineapple WG Goldfish	<u>Pizza Pasta Salad</u> Herbed Chicken WG Penne Pasta Pepperoni Tomatoes & Zucchini Fresh Fruit	<u>Beef and Bean Taco Plate</u> Taco Beef Refried Beans Shredded Cheese Picante Salad Fruit Juice WG Tortilla	<u>Roast Beef and Cheese Sandwich</u> Roast Beef WG 9 Grain Bread Green Leaf Lettuce Baby Carrots Applesauce
Milk, UHT	Milk, UHT	Milk, UHT	Milk, UHT	Milk, UHT

CHILD & ADULT CARE FOOD PROGRAM (CACFP) PROGRAM APPLICATION
2021-2022

If your site wants to be considered for the CACFP with Food Bank of the Rockies as your sponsor, please complete this application and return it with all required documentation (see summary on last page).

If you have any questions please contact: Eva Knezic at 303.375.5862 or FFK@foodbankrockies.org

ALL SECTIONS MUST BE COMPLETED. INCOMPLETE APPLICATIONS MAY DELAY THE START OF THE PROGRAM.

Included with this application is information about each of our meal options including minimums to serve, food storage, and food prep as well as sample menus. Please review this information and indicate below what meal best suits your program's needs.

What meal would you like to serve?

_____ Fresh Meals (Must serve at least 30 meals per day)

_____ Shelf Stable "Super Snack" Meals (Must serve at least 200 per month) **This will be strictly enforced.**

Due to the current pandemic, we have been allowed the following flexibilities by the state:

- Allowing Non-congregate feeding (Grab & Go Meals)
- Allowing Meal Service Time Flexibility: Multiple meals distributed at once. Service days may NOT overlap.
Ex. Monday distribution of two meals to cover Monday and Tuesday supper.
- Allowing parents and guardians to pick up meals for children
- Area Eligibility: Allows afterschool sites to participate in the At-risk Afterschool Program even if the site is not located in the attendance area of a school in which 50% or more of the enrolled children are certified eligible for free and reduced-price school meals.

1. SITE NAME _____

2. SITE STREET ADDRESS (*this is the location of food service*)
Address:

City:

State:

Zip Code:

County:

Please answer the below questions about your meal service

- Will meals be consumed onsite during programming or as grab & go for kids to take home and consume?

_____ Onsite _____ Grab & Go

- Will you serve multiple meals at each distribution?

_____ One Meal _____ Multiple Meals

- Will you allow parent/ guardian to pick up meals for kids? _____ YES _____ NO

1. SITE CONTACT INFORMATION

Though duties may be delegated, this listing should be the person(s) responsible for the site and all program paperwork; at least one of these individuals will be required to attend training.

Primary Contact

First Name: _____

Last Name: _____

Phone Number: _____

Alternate Phone: _____

Email: _____

Title: _____

Date of last background check: _____

Secondary Contact

First Name: _____

Last Name: _____

Phone Number: _____

Alternate Phone: _____

Email: _____

Title: _____

Date of last background check: _____

4. HAS THIS SITE OPERATED OR PARTICIPATED IN THE CACFP PROGRAM WITH ANY OTHER SPONSOR?

Y_____ N_____ IF YES, DATES OF PARTICIPATION _____

5. SPECIAL DIRECTIONS TO SERVING LOCATION ie. Building or Room #, Entrance, Parking, etc.

6. HOURS THE SITE WILL BE OPEN Open _____ Close _____

7. START DATE OF MEALS: _____ END DATE OF MEALS: _____

The start date can not be before the start of the school year 2021-2022. The end date can not be after school has ended for summer.

8. ANTICIPATED MONTHS MEALS WILL BE SERVED (check all that apply)

August

January

September

February

October

March

November

April

December

May

9. ANY ANTICIPATED CLOSURE DATES BETWEEN AUG 9th 2021 AND MAY 31st 2022.
PLEASE LIST ALL DATES (Any dates the meal will not be served) including school breaks, holiday, etc.

10. DAYS OF THE WEEK SITE WILL SERVE MEALS.

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday

11. PLANNED MEAL SERVICE TIME (A minimum of 30 minutes and maximum of 2 hours)
Service of meal must be after school has let out for the day and you are in "after school programs." Service of meal must begin at the approved serving time. Any changes to day and times must be communicated to Food for Kids staff in advance.

_____ a.m / p.m. to _____ a.m / p.m.

12. AGE RANGE OF PARTICIPATING CHILDREN (must be 18 or under) _____ years to _____ years

13. ANTICIPATED NUMBER OF CHILDREN TO BE SERVED DAILY _____
Changes to this number can and should be updated with Food for Kids staff after the start of the program.

14. HEALTH DEPARTMENT INSPECTION (new sites only).
Health Department Inspections within the past 12 months are required for all sites new to the program. A copy of your inspection must be included with this application.

Date of last Health Inspection _____

15. DOES THE SITE HAVE AN ACTIVE CHILD CARE LICENSE?

_____ YES *Please submit a copy of your current Child Care License with this application.*

_____ NO *Please answer the below questions so we can determine if your program is exempt from licensing.*

Please answer these based on regular programming and not during the pandemic.

Yes	No	
		The program is open to all students.
		The program is open to community members.
		Parents sign the students out of the program.
		Students are able to leave at will.
		Students are supervised at all times during the program period.
		There are activities provided by the program during the children’s stay. Example: afterschool clubs or classes, sports practice, tutoring, gardening, cooking, games and puzzles, outdoor activities, team-building activities, art and crafts, etc.
		Activities and/or classes are offered simultaneously.
		Activities and/or classes are offered one at a time.
		Children are required to be registered with the program.

16. INDICATE TYPES OF AFTER-SCHOOL ACTIVITIES PROVIDED. (Check all that apply)

Onsite activities only apply to onsite feeding and are subject to change based on current pandemic.

Arts/Music

Counseling

Homework Assistance

Reading/Library

Leadership Development

Fitness & Recreation

Life Skills

Study Aids

Computer Lab

Health Skills

Mentoring

Tutoring

17. SCHOOLS: Nearest School[s] serving your geographic area where 50% or more of the students qualify for Free and Reduced meals

<i>School Name</i>	<i>% receiving Free and Reduced meals</i>	<i>Source of Information</i>

Here is a link to help you determine and locate school eligibility: <https://www.cde.state.co.us/cdereval/pupilcurrent>

18. ETHNICITY OR RACE (Total percent must equal 100%). Complete to the best of your knowledge.

%	Hispanic or Latino
%	Asian
%	American Indian or Alaskan Native
%	Black or African American
%	Native Hawaiian or other Pacific Islander
%	White
100%	

MANDATORY TRAINING

- **All staff that are responsible for serving and administering the CACFP program must attend one training date.**
- Training will be approximately one hour, via zoom. Times and dates will be offered throughout the school year and schedules sent to you as soon as your site is approved for CACFP program.
- **If your site does not attend a training you will not be able to participate with the CACFP program.**

Site Server(s); List names with a contact phone number and/or email address

NAME	PHONE #	EMAIL

EMAIL COMPLETED APPLICATION AND COPIES OF ALL REQUIRED DOCUMENTATION TO:

FFK@foodbankrockies.org

We look forward to working with you during the coming school year. If you have any questions please contact:

FFK@foodbankrockies.org or 303-375-5862

Did you remember to include?

- Completed application?*
- Signed Partner Agreement? (follows the application)*
- Copy of last Health Inspection?*
- Copy of current Child Care License or letter of exemption?*

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 FOOD BANK OF THE ROCKIES) and Hunger Relief Partner (hereinafter referred to as PARTNER) named below.

FOOD BANK OF THE ROCKIES Use Only Date Rec'd _____ by _____ Agency# _____
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PARTNER Name:	
PARTNER Site Address (Street, City, State, Zip)	Area Code and Telephone Number

The purpose of this agreement, and any attachments, is to define the services that will be provided to Partner by FOOD BANK OF THE ROCKIES and the duties and responsibilities of each. FOOD BANK OF THE ROCKIES' purpose 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.

FOOD BANK OF THE ROCKIES'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 PARTNER agree to and will ensure compliance with the following criteria in order to participate in the FOOD BANK OF THE ROCKIES' distribution program.

PARTNER agrees to:

1. 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 FOOD BANK OF THE ROCKIES and notify FOOD BANK OF THE ROCKIES of any changes to their tax status. This will not apply to Government supported programs (CSFP, TEFAP, CACFP, or SFSP).
2. Notify FOOD BANK OF THE ROCKIES in writing within 15 days, when there are any changes to their food program including: location, director, contact, shoppers, and type/size of food program or additional storage or distribution sites. All changes must be approved by FOOD BANK OF THE ROCKIES staff before continuation of the services called for in this agreement. Note: New PARTNER shoppers must attend an orientation session prior to placing or picking up an order.
3. Participate in random monitoring, scheduled and unscheduled, of its food program(s) by FOOD BANK OF THE ROCKIES staff and/or volunteers appropriately trained by FOOD BANK OF THE ROCKIES, which will be conducted at a minimum of once every two (2) years and agrees to fully accommodate and allow FOOD BANK OF THE ROCKIES trained staff and volunteers full and complete access to facilities, Partner's staff, volunteers and clients for FOOD BANK OF THE ROCKIES/Feeding America research projects as requested. Monitoring may be more frequent for Government supported programs.
4. Identify their organization as a Partner of FOOD BANK OF THE ROCKIES by prominently posting a FOOD BANK OF THE ROCKIES provided poster. Additionally, PARTNER should include the words "Partner of Food Bank of the Rockies" and identify the partnership by including the Food Bank of the Rockies' logo on organization's website with a link to the Food Bank of the Rockies' website and/or pertinent Food Bank of the Rockies' webpages. PARTNER will not identify themselves as or make representations on behalf of FOOD BANK OF THE ROCKIES but will clearly identify and state they are a "partner of the Food Bank of the Rockies". Upon termination of this Partnership Agreement by either Party, the PARTNER shall cease to represent itself in any fashion as a Partner of FOOD BANK OF THE ROCKIES. Within thirty (30) calendar days of termination of agreement, PARTNER shall take all appropriate actions to remove "Partner of Food Bank of the Rockies" from all materials including digital platforms like the website and social media.
5. Not engage in discrimination, in the provision of service against a person because of race, color, religion (creed), national origin, ancestry, age, marital status, disability, sexual orientation, or military status, in any of its activities or operations. All clients will be treated with the utmost of respect and courtesy. Keep a minimum of one (1) staff person

from each program Civil Rights certified at all times. Civil Rights re-certifications are required annually. Certification is available through an online course provided by First Net Learning at no charge. USDA Partners can also attend the State's Civil Rights training. This coursework is required for all Government supported programs.

6. Ensure that PARTNER, its employees, its volunteers, and its clients must not sell, transfer, trade or barter any items received from FOOD BANK OF THE ROCKIES in exchange for money, property, services or otherwise allow the items to enter commercial channels.

7. Not require mandatory donations or suggest the same in any manner whatsoever, require or request volunteer time or participation in any religious activity or service in order to receive food, nor show preferential treatment to clients who do participate, voluntarily donate, or volunteer their services.

8. Use the products solely for charitable purposes related to PARTNER's mission. FOOD BANK OF THE ROCKIES product must not be given to staff for personal use, served for general partner or congregation use or be used for fundraising purposes, such as prizes or gifts.

9. Support FOOD BANK OF THE ROCKIES and Feeding America's mission of closing the Meal Gap by receiving monthly food orders and/or allocations. PARTNER may have partnership terminated due to no activity on their accounts. In the occurrence of being inactivated, PARTNER will be required to reapply by completing and submitting the FOOD BANK OF THE ROCKIES Partner Application.

10. Support the operation of FOOD BANK OF THE ROCKIES with a support fee ("ASF") up to the current FOOD BANK OF THE ROCKIES and Feeding America specified rate per pound for product received, payable at the time of pick up or via approved and current credit account. Not applicable to Government supported programs.

11. Pay a service charge plus any costs or other fees incurred to collect unpaid amounts for any check used to pay the support fee that is returned to FOOD BANK OF THE ROCKIES for Insufficient Funds, Account Closed, or any reason. In addition, if costs are spent in order to collect amounts due to FOOD BANK OF THE ROCKIES, those amounts must be reimbursed to us before PARTNER can use our services again.

12. Abide by the policies, procedures and record keeping requirements of FOOD BANK OF THE ROCKIES, including maintaining annual chronological records of all receipts for products received from FOOD BANK OF THE ROCKIES. This record must be made available to FOOD BANK OF THE ROCKIES during monitoring visits and kept on file for three (3) years + current year for auditing purposes.

13. PARTNER is required to collect and maintain client served numbers per FOOD BANK OF THE ROCKIES direction. Selected Partners utilizing Link2Feed (L2F), a client service insights software, agrees to the MOU and EULA agreement; outlining terms of upholding the highest security and ethical standards in regards to client Information. L2F is offered and available to selected Partners based on program participation and gap analysis. L2F is offered at no charge to the PARTNER.

14. Serve directly to clients in the form of meals; distribute items for emergency situations and/or supplemental assistance within FOOD BANK OF THE ROCKIES' service areas in Colorado or Wyoming. Food assistance programs are offered at no cost to the clients.

15. 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. FOOD BANK OF THE ROCKIES prefers food storage facilities to be commercial buildings. PARTNERS with residential storage/distribution facilities will be accepted at the sole discretion of FOOD BANK OF THE ROCKIES.

16. Abide by local, state and federal laws regarding food handling, food safety and storage. PARTNER agrees to check FDA recall website via link on FOOD BANK OF THE ROCKIES website a minimum of once weekly. FOOD BANK OF THE ROCKIES will make every attempt to notify PARTNER via email, website and waiting area postings of any FDA recalls or safety issues related to product.

17. Immediately notify FOOD BANK OF THE ROCKIES 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 FOOD BANK OF THE ROCKIES.

18. Keep a minimum of one (1) staff person from each program food safety certified at all times. Food Safety recertifications are required annually. Certification is available through an online course provided by First Net Learning at no charge, or through outside sources at the PARTNER'S cost. If training takes place outside of FOOD BANK OF THE ROCKIES, PARTNER will provide proof of certification, along with the name of the training company and date of course.

19. Notify FOOD BANK OF THE ROCKIES personnel immediately in the event of an accident involving a designated representative of the PARTNER occurring anywhere on FOOD BANK OF THE ROCKIES premises. Report all injuries (including minor injuries), fill out and sign accident report provided by FOOD BANK OF THE ROCKIES. Authorized representatives of the PARTNER 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.

20. Support a positive work environment, free of unlawful harassment or discrimination. All PARTNER representatives while in the FOOD BANK OF THE ROCKIES Warehouse are expected to conduct themselves professionally and in a respectful manner when interacting with FOOD BANK OF THE ROCKIES staff, clients, volunteers, other Partners, vendors, and board members.

21 Abide by FOOD BANK OF THE ROCKIES' zero tolerance policy for the following:

- Threats or violent acts directed to staff, volunteers, partner representatives or property of FOOD BANK OF THE ROCKIES: This includes, but is not limited to, threatening or hostile behaviors, physical abuse, vandalism, arson, or sabotage.
- Theft: Theft includes consuming or possessing FOOD BANK OF THE ROCKIES items meant for those eligible clients being served by the PARTNER.
- The manufacture, possession, sale or use of any controlled substance while on FOOD BANK OF THE ROCKIES premises.

Violators will be asked to leave FOOD BANK OF THE ROCKIES' premises and will not be allowed to return. In addition, his/her PARTNER will be contacted and further action may be taken, including and up to possible suspension/termination of Partner status.

In the event FOOD BANK OF THE ROCKIES has reason to believe any parts of this agreement have been violated, the PARTNER understands the following procedures will be employed. The action taken depends on the severity of the violation and could be any of the following:

- Investigation
- Letter of warning
- Probation period
- Follow up to confirm compliance
- Loss of charge account privileges
- Loss of VIP privileges
- Termination

PARTNERS suspended or terminated may plead their case with the Programs Advisory Council at the regularly scheduled monthly meeting and agree to abide by the decisions of the council and FOOD BANK OF THE ROCKIES.

In the case of suspension or termination, the PARTNER agrees to return any product previously received from FOOD BANK OF THE ROCKIES still in its possession at the request of the FOOD BANK OF THE ROCKIES. 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 state their organization meets FOOD BANK OF THE ROCKIES' requirements for partnership and agree to abide by all the above.

Signature, Food Program Director or equivalent	Date
Printed Name & Title	Address: Phone #:

Signature, Organization Director or equivalent	Date
Printed Name & Title	Address: Phone #:

Signature, Board of Directors Chairperson or equivalent	Date
Printed Name & Title	Address: Phone #:

NOTICE TO PARTNER:

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 and

(PARTNER)

this _____ day of _____, 20 _____.

During active participation in the food distribution program offered by FOOD BANK OF THE ROCKIES, the PARTNER will receive assorted foods from FOOD BANK OF THE ROCKIES.

- 2. INSPECTION.** The PARTNER agrees that it will be solely responsible for determining whether said food is fit for human consumption. It is the PARTNER's responsibility to review postings of FDA recalls either through FOOD BANK OF THE ROCKIES's link to the FDA site online, or through postings at the PARTNER waiting area per #16 in the Partner Agreement.
- 3. DISCLAIMER OF WARRANTIES.** The PARTNER acknowledges it accepts all food from FOOD BANK OF THE ROCKIES "as is". FOOD BANK OF THE ROCKIES, 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 FOOD BANK OF THE ROCKIES to assume any liability for FOOD BANK OF THE ROCKIES.
- 4. RELEASE OF LIABILITY – INDEMNIFICATION.** The PARTNER releases FOOD BANK OF THE ROCKIES, Feeding America and the original donor from any liability resulting from the condition of the donated food. The PARTNER further agrees to indemnify and hold harmless FOOD BANK OF THE ROCKIES, 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 PARTNER or any personnel employed by the PARTNER in connection with shopping, loading, other warehouse activities, storage or use of donated food.

(HUNGER RELIEF PARTNER NAME)

(Signature)

(Print Name and Title)