



Memorandum of Understanding

Agency Name

Date

Mailing Address

City, State, Zip

Primary Physical Address of Food Distribution

City, State, Zip

Email Address

Phone#

The above-named agency agrees to comply with the following requirements of The Food Bank of Nevada County. The agency must:

1. Confirm that all product received from The Food Bank of Nevada County will be used solely to assist low-income, elderly persons, infants, students and others in need.
2. Submit the following forms to be filed at The Food Bank of Nevada County:
 - a. Completed Memorandum of Understanding
 - b. Proof of 501(c)(3) status on Internal Revenue Service Letterhead
 - c. Copy of Liability Insurance (adding The Food Bank of Nevada County as additional insured)
3. Agree that no product received from The Food Bank of Nevada County will be sold, offered for sale, transferred, bartered for money, other properties, personal gain, or services. Product may not be transferred to another agency; product obtained by an agency must be used by the same agency.
4. Distribute food without discrimination in regard to race, national origin, age, religion, politics, sex, or sexual preference.
5. The agency must be able to pick up product from The Food Bank of Nevada County.
6. Agency will agree to submit monthly reports of the number of households and individuals served.
7. Inform the Food Bank of Nevada County of any changes in contact names, addresses, phone numbers, services provided, and other relevant information.
8. List persons that will be authorized to pick up food from The Food Bank of Nevada County. The Food Bank reserves the right to request an ID from these persons.
 - a. _____
 - b. _____
 - c. _____
9. Food pick up will be arranged with warehouse. Dependent on availability.

FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS MAY RESULT IN THE AGENCY'S SUSPENSION FROM THE FOOD BANK OF NEVADA COUNTY.

Agency Executive Director Signature

Food Bank of Nevada County Signature

Date

Date

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Liability Release

The undersigned agent of _____
Agency/Organization

releases the original donor, the manufacturer, and The Food Bank of Nevada County, from any liability resulting from the condition of the donated food, and further agrees to indemnify and hold harmless against all and any liabilities, damages, claims, causes of action, and suits of law, or in equity, or any obligation whatsoever arising out of, or attributed to, any action of said agency, or any personnel employed by said agency in connection with its storage and use of the donated food.

It is further agreed that:

1. The Food Bank of Nevada County and the original donor expressly disclaim any implied warranties as to the purity of fitness for consumption of any or all such donated items.
2. That all items accepted are accepted in "as is" condition.
3. The Food Bank of Nevada County is a facility that also processes, manufactures, and handles allergens and it is understood that our food may contain peanuts, wheat, milk, egg, fish, crustacean shellfish, tree nuts, soybeans and other allergens.
4. The agency will not sell or offer for sale food products received from The Food Bank of Nevada County.
5. The agency agrees to provide The Food Bank of Nevada County with a copy of liability insurance listing The Food Bank of Nevada County as additional insured.
6. All above stated conditions are in effect as long as the agency is a partner of The Food Bank of Nevada County, or until written notice from The Food Bank of Nevada County.

I HAVE READ AND UNDERSTAND ALL REQUIREMENTS LISTED ABOVE AND AGREE TO ADHERE TO THEM COMPLETELY.

Print Name

Agency Executive Director Signature

Date

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Rules for Community Agencies

Paperwork

- Monthly reports are due by the first week of the following month.
- Update your insurance records with staff when they change/renew.

Safety

- Masks are required (NO EXCEPTIONS)
- Never take items from side of pallet if it will create a hazard. Ask when unsure.
- Inform staff of spills and hazards immediately.
- DO NOT enter the building
- No Public Restroom.
- No open-toed shoes.

Conduct

- We all have the same mission of feeding the community. Be considerate of other agencies.
 - ▶ Don't take more than reasonable or necessary amounts.
 - ▶ Don't take more than you can use.
- Respect quantity limits set by staff. Ask when unsure.
- Mandatory 20-minute time limit for each agency. This can affect other agencies if not followed.
- One vehicle per agency allowed in Food Bank designated parking, unless otherwise authorized by staff.
- Instruct any new representatives, from your agency, of the rules.
- Respect staff and volunteers.
- Failure to follow these rules could result in suspension or removal from the program.

Please acknowledge that you have read and received a copy of these rules.

Agency: _____

Representative Name: _____

Representative Signature: _____

Date: _____

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**Community Agency Procedures and Information Regarding;
Coronavirus disease 2019 (COVID-19)**

Coronavirus disease 2019 (COVID-19) is a respiratory illness caused by a virus called SARS-CoV-2. Symptoms often include cough, shortness of breath, fever, chills, muscle pain, sore throat, or new loss of taste or smell. Check the CDC website for the latest information. The virus is thought to spread mainly from person-to-person. Between people who are in close contact with one another (within about 6 feet) and through respiratory droplets produced when an infected person coughs, sneezes, or talks

Recent studies indicate that the virus can be spread by people who are not showing symptoms. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. This is not thought to be the main way the virus spreads, but we are still learning more about this virus. Older adults and people of any age who have serious underlying medical conditions may be at higher risk for more serious complications from COVID-19.

Please abide by the following:

- Stay home if you are sick
- Screen yourself before you come. This includes a temperature check.
- Arrive at your scheduled time, please be prompt.
- Refrain from entering our facilities. We will set your food out or near the door.
- Wear a face covering
- Avoid close contact with individuals as much as possible when picking up food, groceries, or other items at the Food Bank. This helps protect both you and the workers at the Food Bank.

IF YOU DEVELOP A FEVER OR SYMPTOMS, SUCH AS A COUGH OR DIFFICULTY BREATHING, CALL YOUR HEALTHCARE PROVIDER FOR MEDICAL ADVICE BEFORE VISITING THEIR OFFICE. YOU SHOULD NOT RETURN TO WORK UNTIL THE CRITERIA TO DISCONTINUE HOME ISOLATION ARE MET, AFTER TALKING WITH YOUR DOCTOR.

I HAVE READ AND UNDERSTAND ALL THE REQUIREMENTS LISTED ABOVE AND AGREE TO ADHERE TO THEM COMPLETELY.

Designated Pick-up Person: _____ Date: _____

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COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

RELEASE AND WAIVER. In consideration of my receiving food from The Food Bank of Nevada County, I, being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Service Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in the Services or any travel related thereto. I promise not to sue Service Provider for any of the foregoing.

ASSUMPTION OF RISKS. I understand that while Service Provider has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Services, Service Provider is not responsible in any manner for any risks related to COVID-19 in connection with the Services. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

Agency Executive Director Signature

Date

Printed Name

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PHOTO RELEASE FORM

I hereby grant permission to *The Food Bank of Nevada County* to use photographs and/or video of (Agency)_____ in publications, news releases, online, and **in** other communications related to the mission of *The Food Bank of Nevada County*.

(Signature of Representative)

Name.....

Address _____

Phone (day)_____ (Evening)_____

Email Address (optional)_____

Thank you!

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Community Agency Distribution Program
Monthly Report

Organization: _____ Month: _____ Year: _____

Bags and/or Boxes of Food distributed

Monthly Totals

Total number of Families served: _____

Total number of Individuals served: _____

How many times per month is food provided? _____

On-Site Dining

Monthly Totals

Total number of Individuals served: _____

Total number of days per month meals are provided: _____

Print Name: _____

Signature: _____

Contact Phone: _____

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