Member Reference: ____-_____

2027 Food Bank of Northeast Georgia Membership Contract

( ) is subject to the following conditions and agreements to become and/or remain a Member of the Food Bank of Northeast Georgia (the Food Bank):

1. Membership Qualifications – The above Member of the Food Bank of Northeast Georgia:

1.1. For eligibility to distribute donated product, Members must be one of the following types of organizations:

1.1.1. A Public Charity, or an organization wholly-owned by a Public Charity, that either: (i) was organized for and operates for the purpose of the care of and service to the ill, needy, or infants, or (ii) uses donated product in a manner relating to and consistent with the organization's exempt purpose through programs that care for and serve the ill, needy, or infants.

A Public Charity is a type of 501©3, and not all 501©3s are considered Public Charities. IRS designation can be found at https://apps.irs.gov/app/eos/. All Public Charity Members must be registered at the Federal Level – State Level designation is not sufficient for Membership.

1.1.2. A Church that cares for or serves the ill, needy, or infants. The Eligibility of a Church is not limited in terms of denomination, faith tradition, or religious practice. The IRS requirements for Church designation can be found at: https://www.irs.gov/charities-non-profits/churches-religious-organizations/definition-of-church

1.1.3. If applicable, a copy of the letter of determination from the IRS must accompany this contract.

1.2. Agrees that it will follow IRS eligibility requirements for receipt, transfer, and use of donated product under section 170(e)(3). There will be no charges or fees of any kind charged in connection with donated products to individuals or families being served.

1.3. Agrees to honor the Food Bank of Northeast Georgia's values of Accountability, Belonging, Compassion, Dignity, Efficacy, and Stewardship in how the Member and Member representatives treat neighbors, other Members, and Food Bank of Northeast Georgia employees.

1.4. Agrees that it 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 or expression, unfavorable discharge from the military, or status as a protected veteran, by political affiliation, or as otherwise prohibited under the current USDA nondiscrimination statement.

2. Food Safety – The above Member of the Food Bank of Northeast Georgia:

2.1. Will receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law.

2.2. Has adequate storage space and refrigeration to ensure the integrity of the food until it is used or distributed.

2.3. If required, the above member must be licensed by the State of Georgia and / or city of residence as a food establishment according to the service provided.

2.4. Will complete required trainings:

2.4.1. All Member personnel in management roles must complete the USDA Civil Rights Training.

2.4.2. At least one Member personnel must complete and maintain a ServSafe Food Handler Certification.

2.4.3. All Member staff and volunteers should receive basic food safety training, such as in-house debriefings on appropriate handling of food.

2.4.4. If the Member provides on-site meals or uses Food Bank products to make meals, one Member representative must complete and maintain an Advanced Food Safety Training.

2.4.5. Track all sub-distributed Product to ensure Product is able to be recalled in accordance with the Food Bank's recall program

3. Food Pantry Operations – The above Member of the Food Bank:

3.1. Understands that all products from Food Bank are accepted in "as is" condition. The Member is responsible for inspecting the products to ensure fitness for human use.

3.2. Will not give food received from Food Bank to program staff for their personal use; must not use food for general congregational use.

3.3. Will serve food directly to its Neighbors in the form of meals or will distribute food in original packaging.

3.4. Will abide by the policies, procedures, and record keeping requirements of the Food Bank (including Member Manual)

3.5. Will adhere to additional donor stipulations and any specific board policies that should appear in such an agreement.

3.6. Agrees to regularly order food from Food Bank. Failure to order food over any month 6-month (180 day) period may result in removal of Membership privileges and forfeiture of any outstanding credits.

Member Reference: ____ - _____

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4. Liability – The above Member of the Food Bank:

4.1. Acknowledge that the original donor, the Food Bank, and Feeding America offer no express warranties in relation to the Donated Product.

4.2. Release the original donor, the Food Bank, and Feeding America from any liabilities resulting from Donated Product.

4.3. Hold harmless and indemnify the original donor, the Partner Food Bank, and Feeding America from any claims or obligations arising from Donated Product, Agency Partner Conduct, or conditions or activities at Agency Partner locations.

5. Reporting and Monitoring – The above Member of the Food Bank:

5.1. Agrees to provide the Food Bank with service statistics monthly, maintain adequate records to reflect use of Food Bank products, and to be monitored by Food Bank staff. These shall include at least the following:

5.1.1. File of all invoices received from Food Bank for one year.

5.1.2. Members that prepare food on-premises must record the number of people fed and the date of each meal.

5.1.3 Members using USDA or GNAP product will complete required federal/state record-keeping as applicable.

5.2. Will allow the Food Bank to monitor the Member regularly.

5.2.1. Members must return food to the Food Bank if the site is deemed non-compliant with this Contract.

5.2.2. If Members are deactivated or end their Membership with the Food Bank, all documentation, paperwork, and forms need to be returned within 30 days.

5.2.3. Dissolution of the partnership must be submitted to the Food Bank by email or mail.

5.3. Will attend the Annual Member Conference.

5.4. Will maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes

6. Branding and Storytelling – The above Member of the Food Bank of Northeast Georgia:

6.1. Agrees to co-brand with the Food Bank on any printed or posted materials for events using Food Bank products. If you have any questions about co-branding, please contact your Food Access Coordinator.

6.2. Agrees to share, with neighbor permission, stories and photos of events using Food Bank products with the Food Bank.

7. Finances – The above Member of the Food Bank of Northeast Georgia:

7.1. Acknowledges that specific items distributed by the Food Bank may have value added processing fees, handling fees, or delivery fees, property damage fees, and that the Member agrees to pay any fees assessed.

7.2. Agrees to support a portion of the distribution costs and operation of the Food Bank with a shared maintenance contribution of up to eighteen cents per pound on food received. ***This is not a charge for food***.

7.3. Agrees to pay all invoices within 30 days of the invoice date (contact tschreiber@foodbanknega.org with accounting questions). Further, the above Member:

7.3.1. Agrees that accounts are past due when not paid within forty-five days and thereafter must pay the share contribution invoice amount for each invoice at the time of shopping.

7.3.2. Agrees that accounts not current after sixty days will lose shopping privileges until the account is paid in full.

7.3.3. Agrees that after having lost shopping privileges because of past due status, the Member will automatically be required to pay its share contribution at the time of an invoice for a period of sixty days.

7.3.4. Agrees that should a Member lose shopping privileges a second time due to its past due status, the Member will be placed on permanent pay for the contribution invoice each time they shop at the Food Bank.

7.4. Agrees to support the operation of the Food Bank with an annual membership contribution of $125 by December 1st or when accepted as a Member.

Having read and understood the above conditions and agreements the above Member now accepts those conditions and agreements by the signature of authorized Member representative.

Member:

Name:

Date:

For Food Bank Staff Only

Member FAC: _____

DMR: _____

Date: _____

FOOD BANK OF NORTHEAST GEORGIA

Member Addresses & Contacts

Date: _____

Please provide up-to-datecontactinformation and addresses.

Member Contacts:

Contact Type	ContactName	Contact Information
Director		E-mail:
		Phone:
Main		E-mail:
		Phone:
Main, Secondary		E-mail:
		Phone:
Billing		E-mail:
		Phone:
Orders		E-mail:
		Phone:

Approved Member Representative:

	Name	Contact Information
Shopper 1		E-mail:
		Phone:
Shopper 2		E-mail:
		Phone:
Shopper 3		E-mail:
		Phone:
Shopper 4		E-mail:
		Phone:
Shopper 5		E-mail:
		Phone:

Addresses:

Type	StreetAddress	City	ZipCode	County
Mailing				
Delivery				
Pantry				
Distribution Site				

If there is any additional information we should have on file, please let us know:

We will be checking your Membershipaccounts to ensure all contacts and addresses are correct and/or updated for the new year.

Every Neighbor. With Enough Food. Everyday.