

**THE WEINBERG  
NORTHEAST REGIONAL  
FOOD BANK**

**FOOD BANK MEMBERSHIP CRITERIA & AGREEMENT**

The \_\_\_\_\_ is an established agency which serves the  
AGENCY NAME  
needy, the ill or infants (infants are defined in Pennsylvania as all minors under the age of 18 years) and agrees to comply with the following criteria for membership with the Harry & Jeanette Weinberg Northeast Pennsylvania Regional Food Bank.

1. Perform direct -distribution to eligible individuals, in which case the agency or program must:
  1. Service a specific geographic target area.
  2. Refer client requests in other geographic areas to the appropriate service provider.
  3. Maintain records for each client, including name, address, phone, proof of need of service.

or

Provide meals for a specific target population on site on a regularly planned schedule, which is a normal part of the scope of services of the agency or program.

2. The member agency will submit a copy of its 501(c)(3) letter from the federal Internal Revenue Service, or for some agencies, a letter indicating affiliation with or sponsorship by a 501(c)(3) organization. All Agencies receiving donated Products from Members must be a 501(c)(3) organization, wholly-owned by a 501(c)(3) organization or a Church. Members may permit an Agency that is a 501(c)(3) organization or a Church to designate some other non-501(c)(3) organization as its agent in distributing donated Product obtained from the Member to eligible people under the following conditions:
  - The Agency that is a 501(c)(3) organization or Church must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of its agreement with the Member with regard to the designated group;
  - The Agency that is a 501(c)(3) organization or Church must be programmatically, fiscally and legally responsible for the donated Product handling/distribution activities of the designated group; and
  - Funds used to pay handling fees assessed by the Member must come from the 501(c)(3) organization or a Church and not from the designated group and all money received and disbursed in connection with the donated Product handling/distribution activity will go through the fiscal books of the Agency that is a 501(c)(3) organization or Church.
3. The member agency must not deny access to donated product on the basis of race, color, citizenship, national origin, ancestry, religion, gender, marital status, sexual orientation including gender identity or expression, age, disability, unfavorable discharge from the

military or status as a protected veteran. The member agency must participate in annual civil rights training as required by the United States Department of Agriculture.

4. Member agencies must maintain stated hours of operation. Variance must be reported in writing if there is a permanent change.
5. The member agency will not sell, transfer, barter, or offer for sale any items supplied by the food bank in exchange for money, property, services, or otherwise allow the food to re-enter commercial channels.
6. The member agency will not use food obtained from the food bank as gifts or prizes for volunteers, or in the preparation of items to be sold as fund-raisers.
7. Member agency staff or volunteers will not remove donated food or other product from any on-site program for private use.
8. If eligible to receive and distribute United States Department of Agriculture commodities, the member agency will distribute said commodities in accordance with all governmental regulations regarding such distribution. These agencies are also subject to site visits from representatives from the USDA and/or the PA Department of Agriculture.
9. Member agencies agree to on-site visits from a Food Bank representative as part of the initial agency evaluation and as part of the monitoring of member agencies.
10. Member agencies must keep records of persons, families, and meals served on a monthly basis and report this information to the Food Bank. Such records must be consistent with information used in press releases, interviews, and other public distribution.
11. Member agencies must agree to keep Food Bank receipts and other appropriate records as requested by the Food Bank. Records must be made available upon request. All Food Bank records must be kept for one year at the agency site.
12. Member agencies must agree that invoices for food will be checked and signed for by an authorized person upon receipt at the loading location.
13. Member agencies must agree to transport, when applicable, all product in a closed vehicle, or assure that product is covered by a tarpaulin.
14. Member agency must have adequate refrigeration and storage space to insure the integrity of the food received from the Food Bank.
15. Member agencies will not improperly stockpile donated food or other product provided by the Food Bank.
16. Member agencies will observe all or any donor requirements and restrictions.

17. Member agencies will provide facilities for proper storage of all food received from the Food Bank. No food or other product is to be stored in a private residence.
18. Member agencies will participate in Food Safety training offered by the Food Bank. At least one representative that is a regular volunteer or staff member who picks up, transports and/or distributes food donations or who supervises these activities must be trained. Agencies that utilize food from the Food Bank to make meals, must meet local commercial food safety training requirements. ServSafe is one example of acceptable commercial food safety training.
19. Member agencies provide written notification to the Food Bank of changes in leadership for either the food activity or the agency as a whole. This agreement must be kept current and will be updated should the agency director change.
20. Member agencies agree to acknowledge membership with the Harry & Jeanette Weinberg Northeast Pennsylvania Regional Food Bank in all media/public affairs, events, interviews, etc. in the local community.
21. The Agency agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow. The Agency also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.

The afore-named service agency, confirming that it has complied with the membership requirements of the Harry & Jeanette Weinberg Northeast Pennsylvania Food Bank, hereby agrees to accept food that such Food Bank will make available to the agency for its distribution. The Food Bank reserves the right to confiscate any unused product received from the Food Bank for reasons of infestation, improper storage of dry/refrigerated or frozen product. No reimbursement will be paid to the agency for its confiscated product as the Food Bank has the responsibility to the donor as well as the consumer to protect their product. The Food Bank has the responsibility to destroy this product at the expense of the Food Bank.

The following conditions apply:

1. The agency accepts all food “as is”.
2. The Food Bank, Feeding America, and the original donor expressly disclaim any implied warranties or merchantability of fitness for a particular use.
3. The agency releases the original donor, Feeding America and the Food Bank from any and all liability resulting from the condition of the donated food, and further agrees to indemnify and hold the Food Bank, Feeding America and the original donor free and harmless against any and all liabilities, damages, losses, claims, causes of action and suits of law or inequity 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, use or distribution of the donated product.
4. The original donor, the Member, and Feeding America offer no express warranties in relation to the product.
5. The member agency will affiliate with only one Food Bank for donated food.
6. Member agency personnel must remain in the authorized waiting area or remain in their vehicle when at the Food Bank. Because of insurance restrictions, agency personnel are not allowed in the warehouse proper. Minor children must remain in the agency vehicle. This will be strictly enforced.
7. The agency will assume responsibility for safeguarding and accounting for all food received for.
8. Member agency pledges to contribute to the support of the Harry & Jeanette Weinberg Northeast Pennsylvania Regional Food Bank by paying shared maintenance contributions requested. Payment is to be received within thirty (30) days of billing.

Signed: \_\_\_\_\_  
Agency Director

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Weinberg Food Bank Director

Date: \_\_\_\_\_