

## Sample clauses for agreements between FDOs

Sample wording for clauses that can be used in a legal agreement between two FDOs. These examples are provided with a recommendation they are reviewed with a lawyer for your organization. These examples should in no way take the place of legal counsel.

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### Part 3: Agreement between delivering FDO and recipient FDO

By this Agreement entered into on or before the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, it is understood that the undersigned recipient agency (“RECIPIENT AGENCY”) may receive prepared, perishable or non-perishable foods (the “FOOD”) from THIS ORGANIZATION, such food being obtained by THIS ORGANIZATION from donors (the “DONORS”). RECIPIENT AGENCY, in consideration of the supply of food from DONORS delivered by THIS ORGANIZATION to RECIPIENT AGENCY and other valuable information, warrants and agrees as follows:

#### 1. Obligations of Recipient Agency

- 1.1. **Responsibility for Providing Food to Others.** As between RECIPIENT AGENCY and THIS ORGANIZATION, RECIPIENT AGENCY bears the sole responsibility for deciding whether or not to provide the FOOD to others for consumption.
- 1.2. **Trained Staff to Inspect Food.** RECIPIENT AGENCY will ensure staff are trained in the FoodSafe Level 1 program (or equivalent) and staff will inspect all FOOD upon delivery by THIS ORGANIZATION and before consumption to ensure the fitness for consumption of the FOOD
- 1.3. **Compliance with Guidelines.** RECIPIENT AGENCY will comply with and observe all guidelines issued to Recipient Agencies from time to time with regards to THIS ORGANIZATION’S program by the local Health Authority.
- 1.4. **Participation in Training.** RECIPIENT AGENCY will participate in all training for Recipient Agencies sponsored by THIS ORGANIZATION from time to time respecting THIS ORGANIZATION’S program.
- 1.5. **Redistribution Restriction.** FOOD supplied to the RECIPIENT AGENCY is to be used only for the purpose defined in the RECIPIENT AGENCY profile. Redistribution to other organizations, sale or any other use not specifically defined in the RECIPIENT AGENCY profile strictly prohibited.

#### 2. Warranty, Disclaimer, Release and Indemnity

- 2.1. **Warranty of RECIPIENT AGENCY.** As of the date of this agreement and throughout its participation in THIS ORGANIZATION’S program, RECIPIENT AGENCY has and will have: (i) adequate refrigeration and storage to ensure the safekeeping of all food; (ii) staff with the necessary skills, ability and training to participate in THIS ORGANIZATION’S program and utilize adequate food handling procedures; (iii) a current operating permit from the local Health Authority.
- 2.2. **FOOD “AS-IS”.** All FOOD is accepted from THIS ORGANIZATION and the DONORS on a “AS-IS” basis and without any representations or warranties, either expressed or implied as to quality or fitness for purpose or otherwise, in connection with the food.
- 2.3. **Release and Indemnity of THIS ORGANIZATION and DONORS.** To the extent permitted by law, the Agency hereby releases, discharges and indemnifies the Donor and its officers, directors,

agents, volunteers and employees (the “**Releasees**”) of and from all liability for any and all actions, causes of action, suits, liabilities, costs, expenses, claims or demands whatsoever (the “**Claims**”), on account of any injury or illness, including death, of any person, or damage to any property, caused or alleged to be caused in whole or in part by any of the Releasees in connection with the consumption, handling or supply of Goods, including, without limitation, in connection with any acts or omissions of the Agency and/or its representatives in accessing or using facilities or equipment of the Donor for purposes of handling or collecting Goods.

### 3. General

3.1. **Amendment.** This agreement may be amended only with the written consent of all parties.

3.2. **Cancellation of RECIPIENT AGENCY Participation.** THIS ORGANIZATION may cease delivering food to RECIPIENT AGENCY at any time in THIS ORGANIZATION’S sole discretion.

3.3. **Entire Agreement.** This agreement supersedes all previous representations, warranties, dealings, agreements, understandings and expectations of the parties regarding the subject matter hereof, and there are no other representations, warranties, understandings, conditions, agreements, or expectations except as set out herein.

- **Parties not Agents.** Except as otherwise expressly provided in this Agreement, neither party will act as the legal agent for the other or otherwise cause the other to incur liability in any manner whatsoever.
- **Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- **Severability.** If any covenant or provision of this Agreement or of a section of this Agreement is determined by a Court of competent jurisdiction to be void or unenforceable in whole or in part, then such void or unenforceable covenant or provision shall not affect or impair the enforceability or validity of the balance of the Section or any covenant or provision.

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Please Print Name of Recipient AGENCY

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Signature of Authorized Recipient Agency Staff & Title

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Please Print KITCHEN Address

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Please Print Name and Title of Signatory

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THIS ORGANIZATION’S Representative