



Food Bank of the Rockies Food for Kids team is excited to announce the release of our 2024 Summer Food Service Program (SFSP) application. If you are interested in participating in the program, please complete the following application and return to us as soon as possible. **SFSP has a quick turnaround time so ensuring your application is complete before submitting and completing all necessary training in advance will help ensure you are able to begin meal service promptly.**

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

Approved sites may be selected to participate in one of two meal options. View *"Information and Site Requirements by Meal Type"* on the following pages for further details.

- USDA approved full fresh meals for breakfast, lunch, or supper delivered daily (serve a minimum of 30 children). This option is available to Metro Denver sites and the minimum may vary depending on your location within the Denver distribution center service area.
- USDA approved full packaged shelf-stable "super snack" for breakfast, lunch, or supper (minimum of 200 meals monthly). Metro Denver sites to pick-up weekly at Food Bank of the Rockies: 10700 E. 45th Ave. in Denver.

Approved sites must meet the following standards and take required training:

1. Must be located in a geographical area served by a school in which 50% or more of children are certified as eligible for Free or Reduced school meals. If you need assistance determining this, please contact the Food For Kids team at FFK@foodbankrockies.org.
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 SFSP training provided by Food Bank of the Rockies; 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. Before meal service can begin, at least one site representative responsible for food distribution must complete the Food Safety and Civil Rights online training courses annually. These are 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.

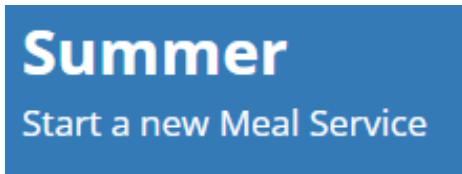
Link2Feed – no more paper!



Food Bank of the Rockies utilizes an online tool called **Link2Feed** to capture meals served. Training is provided for partner staff every year. Link2Feed services include:

- Requires internet access – wired, WiFi, or Hot Spot
- Password protected, secure, and encrypted site; each user gets their own username and password
- No software needed – you can access Link2Feed from most browsers (Chrome is recommended)
- Can be used on a computer, tablet, laptop or smartphone
- Can import list of children in advance of your first service (optional)
- 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 notes or comments about the meals
- 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.



Summer Meal Service Details

Number of meals received *

Temperature of meals received *

Temperature of milk received *

Date *

Meal Recording

First Meal- Child 0 + -	Second Meal- Child 0 + -	Field Trip Meals 0 + -
Additional Children Requesting Meal 0 + -	Total Damaged Meal 0 + -	Eligible Carry Over Meals 0 + -


Meal Option Selections

Information and Site Requirements by Meal Option

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 at FFK@foodbankrockies.org.

Food Bank of the Rockies and its approved vendors follow the USDA meal pattern for child nutrition programs for meals provided to sites.

Meal Option One

<u>Shelf-stable “Super Snack” Meals</u>	<u>Sample Menu</u>				
<p>Minimum served — 200 monthly**</p> <p>Meals meet USDA requirements (see sample menu)</p> <p>Storage Requirements</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 (between 50° and 70°) <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 Details</p> <ul style="list-style-type: none"> • Meals are picked up weekly at Food Bank of the Rockies by the site; rural delivery subject to availability 	<p>Below are examples of menus for our shelf-stable meals which come pre-packaged for easy serving. UHT Milk is separate and can be refrigerated if desired. Menus are subject to change. Special dietary requests will be accommodated with a doctor’s written note.</p> <table border="1" data-bbox="847 919 1533 1486"> <tbody> <tr> <td data-bbox="847 919 1179 1203"> <p><u>Chicken Salad Meal</u></p> <p>Chicken Salad Sunflower Kernels Whole Grain Crackers Flavored Applesauce 100% Veg/Fruit Juice White Milk, UHT</p> </td> <td data-bbox="1179 919 1533 1203"> <p><u>Breakfast Bar Meal</u></p> <p>Strawberry Crisp Bar Watermelon Applesauce White Milk, UHT</p> </td> </tr> <tr> <td data-bbox="847 1203 1179 1486"> <p><u>Taco Dipper Meal</u></p> <p>Taco Hummus Flavored Chickpeas Whole Grain Crackers Flavored Raisins 100% Veg/Fruit Juice White Milk, UHT</p> </td> <td data-bbox="1179 1203 1533 1486"> <p><u>Breakfast Cereal Meal</u></p> <p>Honey Cheerios 100% Tangerine Juice White Milk, UHT</p> </td> </tr> </tbody> </table> 	<p><u>Chicken Salad Meal</u></p> <p>Chicken Salad Sunflower Kernels Whole Grain Crackers Flavored Applesauce 100% Veg/Fruit Juice White Milk, UHT</p>	<p><u>Breakfast Bar Meal</u></p> <p>Strawberry Crisp Bar Watermelon Applesauce White Milk, UHT</p>	<p><u>Taco Dipper Meal</u></p> <p>Taco Hummus Flavored Chickpeas Whole Grain Crackers Flavored Raisins 100% Veg/Fruit Juice White Milk, UHT</p>	<p><u>Breakfast Cereal Meal</u></p> <p>Honey Cheerios 100% Tangerine Juice White Milk, UHT</p>
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Meal Option Two

Fresh Meals

Minimum served— **30 daily****

Meals meet USDA requirements (see sample menu)

Storage Requirements

- 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 40° or below)

Food Safety and Sanitation

- 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

Other Details

- Available to sites in the Denver distribution center service area
- Meals are delivered daily; rural delivery subject to availability

Sample Menu

Below are examples of menus for our fresh meals which are served in unitized, sealed trays. Some meals can be served hot if a site has appropriate heating options. UHT Milk is separate and can be refrigerated if desired. Menus are subject to change. Special dietary requests will be accommodated with a doctor's written note.

Pizza Pasta Salad

WG Pasta
Diced Turkey
Mozzarella Cheese
Spring Lettuce Mix
Grape Tomatoes
Applesauce
White Milk, UHT

Yogurt Breakfast

Yogurt
Granola
Blueberries
White Milk, UHT

Chicken Tinga Tacos

Whole Wheat Tortillas
Chicken Tinga
Corn Bean Fiesta
Shredded Cheese
Mangoes
White Milk, UHT

Biscuit Breakfast

Whole Grain Biscuit
Butter
Strawberries
White Milk, UHT



2024 SUMMER FOOD SERVICE PROGRAM (SFSP) PROGRAM APPLICATION

If your site wants to be considered for the SFSP 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 the Food For Kids team at FFK@foodbankrockies.org.

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

Included with this application is information about meal options including minimums to serve, food storage, food preparation, and sample menus. Please review this information on pages 3 and 4 to determine which option best suits your program's needs.

1. SITE NAME: _____

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

Address: _____

City: _____

State: _____ Zip Code: _____ County: _____

Nearest Cross Streets: _____

3. SPECIAL DIRECTIONS TO SERVING LOCATION (ie: Building or Room #, Entrance, Parking, etc.):

4. 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

Secondary Contact

First Name:		First Name:	
Last Name:		Last Name:	
Phone Number:		Phone Number:	
Alternate Phone:		Alternate Phone:	
Email:		Email:	
Title:		Title:	

5. AGE RANGE OF PARTICIPATING CHILDREN: _____ years to _____ years

Must be between 5 and 18 years.

6. DOES THIS SITE PARTICIPATE IN ANY OF THESE OTHER USDA PROGRAMS? (check all that apply)

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Child and Adult Care Food Program (CACFP)
- Special Milk Program (SMP)

7. SITE TYPE (check only one):

<input type="checkbox"/>	Open: Located in an eligible area and meals are available to all children in the area.
<input type="checkbox"/>	Restricted Open: Located in an eligible area with meals available on a “first-come, first-served” basis but service of meals may be limited due to reasons of space, security, safety, or control.
<input type="checkbox"/>	Closed Enrolled: Service is open only to enrolled children as opposed to the community at large. The site may establish eligibility by 1) collecting income eligibility forms with at least 50% of the enrolled children being eligible for free or reduced-price school lunches, or 2) by using area eligibility information provided by their local school district documenting that at least 50% of the children served by the nearest school are eligible for free or reduced-price school lunches. Accredited summer schools do not qualify as closed enrolled sites.

Reason for operating a Restricted Open or Closed Enrolled site:

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8. IS THIS SITE ASSOCIATED WITH AND/OR OPERATED BY A PUBLIC HOUSING AUTHORITY?

Y N If yes, what is the name of the public housing authority? _____

9. IS THE SITE OPEN ONLY TO ENROLLED SUMMER SCHOOL STUDENTS WHO RECEIVE ACADEMIC CREDIT?

Y N

10. DID THIS SITE PARTICIPATE IN SFSP LAST YEAR?

Y N

11. ELIGIBILITY: Choose one of the below methods on which you are basing your eligibility.

School Data: What is the closest school to your site location? Eligible sites are located in a geographical area with a free/reduced lunch population of 50% or more based on individual school OR Colorado census data.

Public School District:	
School Name:	
Percent Eligible for Free and Reduced Lunches:	
Program Year of School Data:	

Please visit the Colorado Department of Education Website to determine your site’s free and reduced school numbers. School Level Data, “2023-24 PK-12 Free and Reduced Lunch Eligibility by School (XLSX)”
<http://www.cde.state.co.us/cdereval/pupilcurrent>

Or by Colorado Census Data: <https://www.fns.usda.gov/area-eligibility>

Closed Enrolled Site Information:

If you are applying to be a closed enrolled site, you must use this section.

Projected Number of Enrolled Children:	
Projected Number of Enrolled Children Who are Eligible to Receive Free or Reduced-Price Meals:	
Percentage of Enrollment Eligible for Free and Reduced-Price Meals:	

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

The start date cannot be before the end of the 2023-2024 school year. The end date cannot be after school has started up again in the fall.

13. NUMBER OF DAYS SITE WILL OPERATE AND SERVE EACH MONTH:

Do not count days you will not be serving.

May _____ June _____ July _____ August _____

14. TOTAL NUMBER OF DAYS SITE WILL SERVE (add together all months): _____

15. INDICATE ANY SCHEDULED CLOSURES WHEN YOU WILL NOT BE SERVING MEALS:

Unexpected closures must be reported immediately to Food Bank of the Rockies staff.

16. SCHEDULED FIELD TRIPS:

Indicate dates and locations for each field trip. Food Bank of the Rockies must be notified before taking meals offsite. An additional form will need to be submitted for each field trip.

17. IS THIS AN INDOOR OR OUTDOOR SITE? (check one) Indoor Outdoor

If this is an outdoor site, indicate your plan for serving meals during inclement weather (check one):

- Move service indoors Serve under a canopy or other shelter Cancel meal service

18. MEAL TYPE

See Site Requirements and Sample Menus at the beginning of this document for more information. Approved sites may be allowed to serve up to two meals a day as long as one meal is a breakfast. Select only ONE meal option (shelf stable or fresh) per meal type (breakfast, lunch, or supper).

Breakfast:

Fresh Meals (must serve at least 30 kids per day)

Shelf Stable "Super Snack" Meals

- ◆ Beginning Date: _____ Ending Date: _____
- ◆ Days meals are requested (check all that apply):
 Monday Tuesday Wednesday
 Thursday Friday
- ◆ Meal Time Start: _____ Meal Time End: _____
- ◆ How many kids to you anticipate serving each day? _____

Lunch:

Fresh Meals (must serve at least 30 kids per day)

Shelf Stable "Super Snack" Meals

- ◆ Beginning Date: _____ Ending Date: _____
- ◆ Days meals are requested (check all that apply):
 Monday Tuesday Wednesday
 Thursday Friday
- ◆ Meal Time Start: _____ Meal Time End: _____
- ◆ How many kids to you anticipate serving each day? _____

Supper:

Fresh Meals (must serve at least 30 kids per day)

Shelf Stable "Super Snack" Meals

- ◆ Beginning Date: _____ Ending Date: _____
- ◆ Days meals are requested (check all that apply):
 Monday Tuesday Wednesday
 Thursday Friday
- ◆ Meal Time Start: _____ Meal Time End: _____
- ◆ How many kids to you anticipate serving each day? _____

RURAL SITES ONLY

If you are applying as a rural site, please complete questions 19 – 23. If you are not a rural site, skip to the Mandatory Training section on page 10 of this application.

19. NON-CONGREGATE MEAL SERVICE:

	Yes	No
Do you plan to provide non-congregate meals at this site?	<input type="checkbox"/>	<input type="checkbox"/>
If there is a waiver for non-congregate meals due to excessive heat, are you requesting this site be included?	<input type="checkbox"/>	<input type="checkbox"/>
Will multiple days of meals be provided?	<input type="checkbox"/>	<input type="checkbox"/>
Will meals be provided to parents/guardians?	<input type="checkbox"/>	<input type="checkbox"/>
Is this site providing home delivered meals?	<input type="checkbox"/>	<input type="checkbox"/>

20. CHECK THE DAY(S) MEALS WILL BE DISTRIBUTED:

- Monday – Friday Monday Tuesday Wednesday Thursday Friday

21. HOW MANY CALENDAR DAYS OF MEALS ARE INCLUDED? _____

22. WHICH MEALS ARE GIVEN IN BULK (check all that apply)?

- Breakfast Lunch Supper None

23. PLEASE SHARE HOW YOU PLAN ON PREVENTING DUPLICATION OF MEALS DISTRIBUTED AND ANY OTHER IMPORTANT INFORMATION ABOUT YOUR NON-CONGREGATE MEAL SERVICE:

MANDATORY TRAINING

All staff that are responsible for serving and administering the SFSP program must attend one training date. If your site does not attend a training, you will not be able to participate with the SFSP program.

Training will be approximately one hour, via zoom. Times and dates will be offered throughout the summer and schedules sent to you as soon as your site is approved for SFSP program.

List names of site server(s) with a contact phone number and/or email address:

NAME	PHONE #	EMAIL

- Did you remember to include?***
- Completed application?*
 - Signed Partner Agreement? (follows the application)*
 - All closure and field trip dates?*
 - Contact information for all relevant staff/volunteers?*

EMAIL COMPLETED APPLICATION AND COPIES OF ALL REQUIRED DOCUMENTATION TO:
FFK@foodbankrockies.org

We look forward to working with you during the coming summer. If you have any questions please contact:
FFK@foodbankrockies.org or call 303-371-9250.



FOOD BANK OF THE ROCKIES 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# _____	

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)