

DEPARTMENT OF AGRICULTURE & CONSUMER SVCS
BUREAU OF FOOD DISTRIBUTION
407 SOUTH CALHOUN STREET, M-39, 2ND FLOOR
TALLAHASSEE, FLORIDA 32399-0800

EXHIBIT E
EFFECTIVE DATE: December 15, 2000
REVISED: September 21, 2007
PAGE NUMBER: 1 of 5

Sample Agreement for the Donation of Leftover Cafeteria Food to a Charitable Organization**

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20**, between the Insert Name of County School Board with offices at Physical or Mailing Address of County School Board, hereinafter known as the School Board; and Name of Charitable Organization, a nonprofit Florida corporation, Physical or Mailing Address of Charitable Organization, hereinafter known as the Name of Charitable Org.

WHEREAS, the School Board operates a food service program and from time to time has leftover food, and

WHEREAS, Name of Charitable Org. transports leftover food to certain distribution sites for human consumption and has requested that the School Board make available its leftover food for this purpose, and the School Board is willing to do so, subject to the provisions of this agreement.

NOW THEREFORE, the parties agree to the following:

1. At any of the School Board's facilities designated by the Superintendent or Food Service Director, leftover foods that are not needed in the school food service program will be set aside for Name of Charitable Org. on a schedule mutually agreed to by the parties. Volunteers of the Name of Charitable Org. shall go to the school within 24 hours of being notified that such food has been set aside for donation.
2. If Name of Charitable Org. accepts the donation, it shall provide appropriate containers for the food and will then transport the food immediately to recipient agencies with no stopovers.
3. At the times of pickup, the School Board's Food Service Manager shall complete a 'Donation of Leftover Food Record' that will be signed by both the Food Service Manager and the Name of Charitable Org. volunteer. The Name of Charitable Org. volunteer shall retain a copy. The form shown as Exhibit A to this agreement shall be used.
4. The parties shall follow the food protection guidelines enumerated in Exhibit B to this agreement. Changes or additions to the guidelines may be made if mutually agreed to by the School Board's Director and Name of Charitable Org. Chairman.
5. Name of Charitable Org. agrees to hold the School Board harmless and to indemnify the School Board for any civil damages including, but not limited to, attorney's fees, claims, suits and judgments of any kind arising from the use of food donated by the School Board.
6. Name of Charitable Org. must obtain a hold harmless agreement from each recipient agency prior to delivery of any food donated by the School Board. This agreement shall be prepared in triplicate in the form illustrated in Exhibit B. Name of Charitable Org. shall provide a signed copy to the School Board.

7. The parties appoint the following persons to implement and coordinate this agreement:

School Board

Name of Charitable Org.

Food Service Director Name
Title
Physical/Mailing Address
City, State Zip Code
Tel:

Name of Org. Representative
Title
Physical/Mailing Address
City, State Zip Code
Tel:

8. This agreement is effective upon execution and shall continue in effect until_____.
The agreement may be terminated at any time by either party, with or without cause, by 10 days advance written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers, on the day and year first written above.

SCHOOL BOARD NAME

NAME OF CHARITABLE ORGANIZATION

By: _____

By: _____

Attest: _____

Attest: _____

EXHIBIT A
FOOD PROTECTION GUIDELINES

1. Food shall be handled in accordance with Florida Department of Health Rule 10D-13 024 F.A.C. Food Service Protection.
2. All foods picked up must be in clean (washed, rinsed and sanitized) container with a tight fitting lid or in good grade plastic bags sealed by twisting, tying, etc.
3. Prepared food stored overnight and served the following day as a choice, may, at the discretion of the food service manager, be set aside for donation to a non-profit agency. The food may be immediately refrozen and donated in a frozen state.
4. Food that is not potentially hazardous or is in its original container (e.g., crackers, cookies, etc.) may be donated with no further preparation.
5. Tossed vegetable salads, without dressing, may be packaged in clean unused plastic bags.
6. Potentially hazardous foods *are not* to be donated (e.g., meat salads, milk/egg prepared dishes, custards, etc.).
7. It is the responsibility of (name of recipient agency) to transport foods safely and at the proper temperatures:
 - Hot food must be kept at 140°F or higher.
 - Cold food must be kept at 45°F or lower.
 - Frozen food must be kept at 0°F or lower.

**EXHIBIT B
RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT**

This **RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT** executed as of _____ day of _____, 20____, by _____ (Recipient) in favor of Name of Charitable Org., a Florida non-profit corporation (Name of Charitable Org.), and the School Board of Name of County, Florida (School Board).

WHEREAS, Recipient operates a facility that functions, in part, to feed hungry persons who might not otherwise have readily available food; and

WHEREAS, Name of Charitable Org operates to locate and deliver or arrange for the delivery of food that might otherwise be discarded, to facilities such as that operated by the Recipient; and

WHEREAS, Name of Charitable Org has agreed to arrange for the donation and delivery, from time to time, of certain food items (Food) that will be donated by the School board to Recipient; and

WHEREAS, as an inducement to Name of Charitable Org to arrange for the donation and delivery of Food from Name of County School Board, Recipient has agreed to execute this Release in the form hereinafter set forth;

NOW THEREFORE, for and in consideration of having the Food donated by the School Board and/or upon point of pickup of said Food by Name of Charitable Org, Recipient on behalf of itself and its successors, subsidiaries, principals, agents, representatives, employees, members, assigns, guests, clients, customers and invitees (all hereinafter collectively referred to as the Releasing Party) does hereby release, discharge, and forever relinquish Name of Charitable Org, and the School Board and their subsidiaries, principals, agents, representatives, partners, and officers past or present, employees, agents, members, and directors, all persons for whom they could be vicariously liable, and their successors and assigns (all hereinafter collectively referred to as Release Parties), and agrees to assume responsibility for, and to indemnify, defend and hold harmless the Released Parties from and against any and all liability, loss, costs, and expenses, including, but not limited to attorney's fees, claims, suits and judgments of every kind and natures, including third party claims for indemnity, contribution, and other causes of action, whether in connection with any injury to, or death of, any person or persons or loss of or damage to any party resulting from or in any way whatsoever connected with the Releasing Party's or anyone else's consumption of the Food or carrying out any activities in connection with the donation and delivery of Food, whether or not such injury, death, loss or damage results from the partial or sole negligence of the Released Party.

Signed this _____ day of _____, 20____

Name of Recipient Agency: _____

Type of Operation: _____

Authorized Signatory: By: _____

Title: _____

