



Terms of Donation

All items donated or transferred to Midwest Food Bank (MFB), a 501(c)(3) chartered non-profit organization are being transferred to you or your organization free of charge or compensation in any manner.

You hereby agree to the following terms and promise the following:

- These items will be used to care for the hungry, malnourished, and those in need of assistance who are served by your organization and are not to be distributed by the case to recipients.
- These goods will not be bartered, traded, or sold for any reason by your organization or anyone served by your organization. This includes (but is not limited to) sale or distribution of goods at flea markets, garage and yard sales, thrift shops, auctions, raffles, charity benefits, fundraising events, or in any other context whatsoever. **These items may not be given to or taken by volunteers, officers, clergy, or employees for personal use, used in classrooms to all students without regard to need, or given to any other organization.** If any of these should occur, your organization loses their privilege to pick up food and supplies indefinitely.
- You will meet all requirements of IRC Section 170(e)(3).
- You understand that MFB recommends the use of food-grade, insulated blanket(s) to transport cold and/or frozen goods from the MFB warehouse to your organization when transit time is 30 minutes or greater.
- You will completely hold harmless and indemnify MFB and anyone acting on MFB's behalf of any and all liabilities of these products, MFB's actions, your actions, the products transferred to you or your organization, and any legal and/or enforcement taken against you or your organization for the use or abuse of these products. This includes the liability of any accident while picking up these items at MFB.
- In the rare event of **surplus**, contact MFB so we can work together to share approved goods with other non-profit agencies. You agree NOT to dispose of goods in the event of **surplus**.
- Neither MFB nor the donor warrants or guarantees these products in any way. Use them at your own risk.

Food storage space needs to be sufficient and meet the USDA standards for safe food storage below. If the standards are not met, the agency could be placed on probation and possible termination.

- All frozen food must be kept in freezers at or below 0°F and free of pests and mold.
- All refrigerated food must be kept at or below 41°F and free of pests or mold.
- All shelf stable food and packaged products must be stored in a clean, dry, pest free space.
- All cleaning supplies must be stored away from food storage areas.

I have completely read, understand, and agree to be bound by these terms, I also certify that I am acting as an authorized representative for my organization and not as an individual in need. I certify that this organization and all whom they serve agree to be bound by these terms.

MFB RESERVES THE RIGHT TO SERVE WHOEVER THEY CHOOSE TO SERVE.

SIGNED: _____ DATE: _____

ORGANIZATION NAME: _____ 2/23