



TERMS OF DONATION

All items listed on the previous page have been donated or transferred to Midwest Food Bank (NFB); a 501 (c) (3) chartered non-profit organization, and 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 ill and the needy.
- These goods will not be bartered, traded, or sold for any reason by your organization or anyone served by your organization...this includes 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. This does not prevent you or your organization from giving these goods to another needy person. If any of these should occur, the organization loses their privilege to pick up food and supplies indefinitely.
- You will meet all requirements of IRC Section 170 (e)(3)
- 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.
- Neither MFB, nor the donor warrants or guarantees these products in any way. Use them at your own risk.

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 (if not acting as a needy individual), and my organization and all who are served by my organization agrees to be bound by the same terms.

MFB RESERVES THE RIGHT TO SERVE WHOEVER THEY CHOOSE TO SERVE

SIGNED: _____ DATE: _____

WITNESSED BY: _____ DATE: _____

ORGANIZATION NAME _____