

ATTACHMENT 9 – SAMPLE FOOD DONATION AGREEMENT

This Agreement (this "Agreement") is dated _____, 20__ between _____ ("Donor") and _____, a nonprofit organization ("Recipient").

WHEREAS, in connection with its production activities, Donor has and will have leftover foodstuffs and other consumables (the "Goods"). Donor wishes to donate such Goods to Recipient, pursuant to the terms of this Agreement.

1. **DONATION; FREE DISTRIBUTION.** Donor hereby donates the Goods to Recipient. Recipient represents and warrants that (i) the Goods will be distributed for free to Recipient's clients, (ii) Recipient is a nonprofit organization that is operating for religious, charitable, or educational purposes and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of Recipient, (iii) Recipient is knowledgeable of the standards to properly recondition donated food or grocery products, and (iv) Recipient is not providing anything of monetary value to Donor in consideration of the Goods.
2. **INSPECTION.** Recipient acknowledges inspection of each donation of Goods, and satisfaction with their condition.
3. **RELEASE.** Recipient, for itself and its successors, assigns, agents, employees, and representatives, hereby releases and discharges the Donor, and each of their former, current and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, employees (including without limitation any catering company engaged for the preparation and delivery of the Goods) from each and every claim, cause of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorneys fees and costs, that it has or might have, in any way arising out of or in connection with this Agreement or the Goods except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. The foregoing shall, to the fullest extent of applicable law, be in addition to, and not in replacement or substitution of, any legal protections offered by any "Good Samaritan" or other similar laws in any jurisdiction.
4. **WARRANTY DISCLAIMER.** Donor hereby expressly disclaims all warranties, written or oral, statutory, express or implied, including any warranty of wholesomeness, merchantability, condition, quality, fitness for use, or suitability of the Goods in any respect whatsoever, including any warranty regarding the absence of any defects therein, whether latent or patent; it being understood and agreed that the Goods are being donated in their current condition as of the date hereof. In connection with Donor's donation of the Goods, Donor shall in no event be liable for any claim whatsoever by or through Recipient, or any third party, for any issue or problem with the Goods, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages, except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. Donor neither assumes nor authorizes any person to assume on their behalf any liability in connection with the use or reuse of the Goods.

5. MISCELLANEOUS. This Agreement and the terms and conditions set forth herein constitute the complete and final agreement between the Donor and Recipient relating to donation of the Goods and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No agreement in any way modifying these terms and conditions will be binding upon the Donor or Recipient unless made in writing and signed by a duly authorized representative of each of Donor and Recipient. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law (including without limitation the Bill Emerson Good Samaritan Food Donation Act). Recipient shall not use Donor's name or any trademark or reference related to such in connection with the donation, use or disposal of the Goods, without express approval.

IN WITNESS WHEREOF, the undersigned have each read the foregoing agreement and agrees with it.

DONOR

Signed By: _____

Date: _____

Print Name: _____

Company: _____

RECIPIENT

Signed By: _____

Date: _____

Print Name: _____

Organization: _____