



Food Bank of the Rockies Food for Kids team is excited to announce the release of our 2022-2023 After School Meal program (CACFP) application. If you are interested in participating in the program, complete the following application and return to us as soon as possible. We understand that the situation is ever evolving regarding COVID-19 and that situations may change. We are also closely monitoring updates about the Keep Kids Fed Act. If any procedures should change, we will notify participating sites as soon as possible and update this application as needed.

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

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

- USDA approved full fresh meals delivered daily (must serve a minimum of 30 children; minimum may vary depending on your location within Food Bank of the Rockies' service area).
- USDA approved full packaged shelf-stable “super snack” (minimum of 200 meals monthly).

**At-risk afterschool programs must offer an enrichment activity regardless of whether or not the site is providing onsite care. Ideas include: online homework assistance, activity packets, electronic games and books, or other e-learning activities.**

**In addition to appropriate after-school programs, 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 Kate Budd, 303-375-5862 or Kodi Phelps, 303-375-5868.
2. Participating sites must make meals available to all children without regard to race, color, age, sex, disability, or national origin.
3. Participating sites must supply the actual number of children to be served by race and ethnic category as part of this application.
4. 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.
5. At minimum, all Staff directly responsible for program administration (meal service and reporting) must attend After-School CACFP 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.
6. At least one site representative responsible for food distribution must complete the Food Safety and Civil Rights online training courses annually available on Food Bank of the Rockies' website:  
<https://www.foodbankrockies.org/partner-portal/partner-training/>
7. Sites may not charge for the meals and may not receive funding or reimbursement from any governmental entity.
8. Sites must have (and provide a copy of) a current child care license or be determined exempt by CDHS

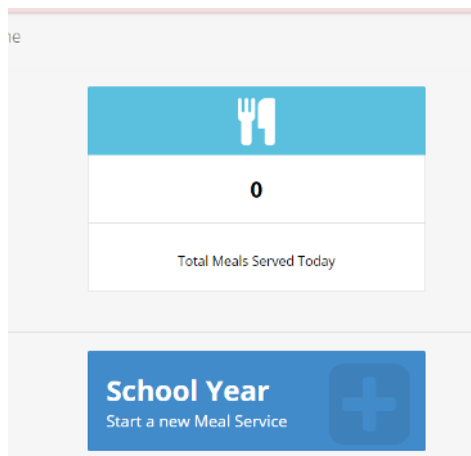
## Link2Feed – no more paper!



Last year, we began using an online tool called **Link2Feed** to capture meals and snacks served. This method replaces the paper forms. **NO MORE PAPER!** We're saving trees and money...no more emailing or faxing us sheets...no more filing!

- Training will be provided
- Secure and encrypted site; password protected – each user gets their own user name and password
- Requires internet access – wired, WiFi, or Hot Spot
- No software needed – you can access Link2Feed from most browsers (Chrome is recommended)
- Link2Feed can be used on a computer, tablet, laptop or smartphone
- Have a list of kids who attend your program? You can import lists of kids in advance of your first service.
- 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 us with notes or comments about the meals or supplies needed
- 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/or meal service suspension.**



**School Year Meal Service Details**

Number of meals received \*

  
  
Temperature of meals received \*  
  
Temperature of milk received \*  
  
Date \*  
  
Time meal service will end \*

**Legend:**  0 meals  Attended no meals  1 meal  2 meals

Search...

Last Name	First Name	# of Meals
Taylor	Chris	1

Showing 1 to 1 of 1 entries

**Additional Children Requesting Meal**

0

+ -

**Total Damaged Meal**

0

+ -

**Eligible Carry Over Meals**

0

+ -

## Meal Type Selections

### CACFP—Information and Site Requirements by Meal Type

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](mailto:FFK@foodbankrockies.org).

<u>Shelf-stable “Super Snack” Meal</u>	<u>Fresh Meals</u>
<p>Minimum served — <b>200 <u>monthly</u></b></p> <p>Meals meet USDA requirements (see sample menu)</p> <p><b>Storage</b></p> <ul style="list-style-type: none"><li>· Cool, dry area—shelving or cabinets</li><li>· Shelf stable (UHT) milk can be refrigerated but not required</li><li>· Maintain storage temps with thermometer and temperature log</li></ul> <p><b>Food Safety and Sanitation</b></p> <ul style="list-style-type: none"><li>· Hand washing facilities (sink/soap/towels or hand sanitizer)</li><li>· Hand washing signage at each hand washing station</li><li>· Daily cleaning of serving and eating surfaces</li><li>· Trash cans</li></ul> <p><b>Other</b></p> <ul style="list-style-type: none"><li>· Meals are picked up weekly at FBR by the site; rural delivery subject to availability</li></ul>	<p>Minimum served— <b>30 <u>daily</u></b></p> <p>Meals meet USDA requirements (see sample menu)</p> <p><b>Storage</b></p> <ul style="list-style-type: none"><li>· Refrigerator</li><li>· Residential size for up to 65 meals, including milk</li><li>· Commercial size for more meals</li><li>· Maintain refrigerator temps with thermometer and temperature log (temp at 39° or below)</li></ul> <p><b>Food Safety and Sanitation</b></p> <ul style="list-style-type: none"><li>· Hand washing facilities (sink/soap/towels or hand sanitizer)</li><li>· Hand washing signage at each hand washing station</li><li>· Food storage temps monitored and recorded (thermometers and logs will be provided)</li><li>· Daily cleaning of serving and eating surfaces</li><li>· Trash cans</li></ul> <p><b>Other</b></p> <ul style="list-style-type: none"><li>· Meals are delivered by our driver daily or as scheduled; rural delivery subject to availability</li></ul>

**Sample Menus**

Food Bank of the Rockies and its approved vendors follow the USDA meal pattern for child nutrition programs for meals provided to sites. Below are examples of menus for each of our meal choices. Menus are subject to change; menus below are samples. Special dietary requests will be accommodated with either a doctor’s written note or a Substitute Request Form.

**Shelf-stable “Super Snack” Meal - These come pre-packaged for easy serving. UHT Milk is separate and can be refrigerated.**



Chicken Salad Sunflower Kernels WG Crackers Amazing Raisins 100% Veg/Fruit Juice	Cheese Plank Sunflower Kernels WG Pizza Crackers GoGo Squeeze Applesauce 100% Veg/Fruit Juice	Bean Dip Sunflower kernels WG Corn Chips Craisins 100% Veg/Fruit Juice	PB & J Squeezers Sunflower Kernels WG Crackers Fruit Cup 100% Veg/Fruit Juice	Taco Hummus Chili Lime Chickpeas WG Crackers Applesauce 100% Veg/Fruit Juice
Milk (8 oz.)	Milk (8 oz.)	Milk (8 oz.)	Milk (8 oz.)	Milk (8 oz.)



**Fresh Meal— Made fresh. Cold meals served in a unitized, individual, and sealed tray. Some meals can be served hot if site has appropriate heating options.**

<u>WG PBJ Bites</u> Peanut Butter & Jelly Baby Carrots String Cheese Blueberries	<u>Southwest Chef Salad</u> Southwestern Chicken Corn Salsa Shredded Lettuce & Cheese Pineapple WG Goldfish	<u>Pizza Pasta Salad</u> Herbed Chicken WG Penne Pasta Pepperoni Tomatoes & Zucchini Fresh Fruit	<u>Beef and Bean Taco Plate</u> Taco Beef Refried Beans Shredded Cheese Picante Salad Fruit Juice WG Tortilla	<u>Roast Beef and Cheese Sandwich</u> Roast Beef WG 9 Grain Bread Green Leaf Lettuce Baby Carrots Applesauce
Milk, UHT	Milk, UHT	Milk, UHT	Milk, UHT	Milk, UHT

**CHILD & ADULT CARE FOOD PROGRAM (CACFP) PROGRAM APPLICATION**  
**2022-2023**

If your site wants to be considered for the CACFP 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: Kodi Phelps at 303-375-5868 or [kphelps@foodbankrockies.org](mailto:kphelps@foodbankrockies.org)

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

Included with this application is information about each of our meal options including minimums to serve, food storage, food prep, and sample menus. Please review this information and indicate below what meal best suits your program's needs.

*What meal would you like to serve?*

Fresh Meals (Must serve at least 30 meals per day)

Shelf Stable "Super Snack" Meals (Must serve at least 200 per month)

1. SITE NAME: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

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

\_\_\_\_\_

4. MAILING ADDRESS (*check "N/A" if it is the same as the above address*):  N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

5. 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

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Secondary Contact

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

6. HAS THIS SITE PREVIOUSLY PARTICIPATED IN THE CACFP UNDER A SPONSORING ORGANIZATION?

Y  N

IF YES, PREVIOUS INSTITUTION'S NAME AND DATES OF PARTICIPATION:

\_\_\_\_\_

7. START DATE OF MEALS: \_\_\_\_\_ END DATE OF MEALS: \_\_\_\_\_

*The start date cannot be before the start of the 2022-2023 school year. The end date cannot be after school has ended for summer.*

8. ANTICIPATED MONTHS MEALS WILL BE SERVED (check all that apply):

<input type="checkbox"/>	August	<input type="checkbox"/>	January
<input type="checkbox"/>	September	<input type="checkbox"/>	February
<input type="checkbox"/>	October	<input type="checkbox"/>	March
<input type="checkbox"/>	November	<input type="checkbox"/>	April
<input type="checkbox"/>	December	<input type="checkbox"/>	May

9. DAYS OF THE WEEK SITE WILL SERVE MEALS (check all that apply):

<input type="checkbox"/>	Monday	<input type="checkbox"/>	Thursday
<input type="checkbox"/>	Tuesday	<input type="checkbox"/>	Friday
<input type="checkbox"/>	Wednesday		

10. NORMAL HOURS OF OPERATION: Open: \_\_\_\_\_ Close: \_\_\_\_\_  
*These are the hours the business is open; may differ from the hours you serve meals.*

11. ANY ANTICIPATED CLOSURE DATES BETWEEN DURING THE MONTHS MEALS WILL BE SERVED?  
*PLEASE LIST ALL KNOWN DATES (Any dates the meal will not be served) including school breaks, holiday, etc. Attach a school calendar if this is the schedule site will follow. Any changes must be reported to FBR in advance.*

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12. PLANNED MEAL SERVICE TIME (*Must be a minimum of 30 minutes and maximum of 2 hours*):  
*Service of meal must be after school has let out for the day and you are in "after school programs." Service of meal must begin at the approved serving time. Any changes to day and times must be communicated to Food for Kids staff in advance.*

\_\_\_\_\_ a.m. / p.m. to \_\_\_\_\_ a.m. / p.m.

13. AGE RANGE OF PARTICIPATING CHILDREN (*must be 18 or under*): \_\_\_\_\_ years to \_\_\_\_\_ years

14. ANTICIPATED NUMBER OF CHILDREN TO BE SERVED DAILY: \_\_\_\_\_  
*Changes to this number should be updated with Food for Kids staff after the start of the program.*

15. DOES THE SITE HAVE AN ACTIVE CHILD CARE LICENSE?

YES *Please submit a copy of your current Child Care License with this application.*

NO *Please complete the following form to determine if your program is exempt from licensing.*



## Child and Adult Care Food Program License Exemption Checklist

A child care license or license exemption is required for participation in the CACFP. Use this form to determine if the site is license exempt per *CRS 26-6-103*. A copy of this determination must be sent to the CACFP office or attached to your online application. If circumstances or information in the form changes, the CACFP must be notified immediately.

CACFP Main Line: 303-692-2330

Email: [cacfp@state.co.us](mailto:cacfp@state.co.us)

Name of your institution.	
Name of your sponsoring organization.	<b>Food Bank of the Rockies</b>
Name of Site.	
Address of Site.	
Number of students served.	
Age range of students.	
Days of the week and times the program operates.	

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	The program is open to all students.
<input type="checkbox"/>	<input type="checkbox"/>	The program is open to community members. (Enrolled or drop-in)
<input type="checkbox"/>	<input type="checkbox"/>	Parents sign the students out of the program.
<input type="checkbox"/>	<input type="checkbox"/>	Students are able to leave at will.
<input type="checkbox"/>	<input type="checkbox"/>	Students are supervised at all times during the program period.
<input type="checkbox"/>	<input type="checkbox"/>	There are activities provided by the program during the children's stay. Example: afterschool clubs or classes, sports practice, tutoring, gardening, cooking, games and puzzles, outdoor activities, team-building activities, art and crafts, etc.
<input type="checkbox"/>	<input type="checkbox"/>	Activities and/or classes are offered simultaneously.
<input type="checkbox"/>	<input type="checkbox"/>	Activities and/or classes are offered one at a time.

Please explain how the site meets the exemption requirements of a child care license.

I affirm that this site meets the license exemption guidelines per *CRS 26-6-103* and is eligible for license exempt status.

Name	Title
Signature	Date

This institution is an equal opportunity provider.



**16. SCHOOLS (Nearest School[s] serving your geographic area where 50% or more of the students qualify for Free and Reduced meals):**

<i>School Name</i>	<i>% receiving Free and Reduced meals</i>	<i>Source of Information</i>

Here is a link to help you determine and locate school eligibility:

<https://www.cde.state.co.us/cdereval/puplcurrent>

**17. INDICATE TYPES OF AFTER-SCHOOL ACTIVITIES PROVIDED (check all that apply):**

*Onsite activities only apply to onsite feeding and are subject to change.*

<input type="checkbox"/>	Arts/Music	<input type="checkbox"/>	Reading Room/Library	<input type="checkbox"/>	Life Skills
<input type="checkbox"/>	Health Skills	<input type="checkbox"/>	Counseling	<input type="checkbox"/>	Character & Leadership Development
<input type="checkbox"/>	Study Aids	<input type="checkbox"/>	Mentoring	<input type="checkbox"/>	Homework Assistance
<input type="checkbox"/>	Fitness & Recreation	<input type="checkbox"/>	Computer Lab	<input type="checkbox"/>	Tutoring

Other activities not listed: \_\_\_\_\_

**18. HEALTH DEPARTMENT INSPECTION (new sites only – did not participate in CACFP last year):**

*Health Department Inspections within the past 12 months are required for all sites new to the program. A copy of your inspection must be included with this application.*

Date of last Health Inspection: \_\_\_\_\_

**19. ETHNICITY OR RACE (Total must equal the number of children anticipated noted on prior page):**

**The USDA requires ethnic/racial data to be collected for all participants. Complete the following information to the best of your knowledge.**

**Race**

<input type="checkbox"/>	Hispanic	<input type="checkbox"/>	Non-Hispanic
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**Ethnicity**

<input type="checkbox"/>	American Indian or Alaskan Native	<input type="checkbox"/>	Native Hawaiian or Other Pacific Islander
<input type="checkbox"/>	Asian	<input type="checkbox"/>	White
<input type="checkbox"/>	Black or African American	<input type="checkbox"/>	<b>Total</b>

## MANDATORY TRAINING

- All staff that are responsible for serving and administering the CACFP program must attend one training date.
- All approved sites will be contacted by Food Bank of the Rockies about training dates prior to their start date.
- If your site does not attend a training you will not be able to participate with the CACFP program.

Site Server(s) – List names with a contact phone number and/or email address:

NAME	PHONE #	EMAIL

**EMAIL COMPLETED APPLICATION AND  
COPIES OF ALL REQUIRED  
DOCUMENTATION TO:**  
[FFK@foodbankrockies.org](mailto:FFK@foodbankrockies.org)

***Did you remember to include?***

- Completed application?
- Signed Partner Agreement? (follows the application)
- Copy of last Health Inspection?
- Copy of current Child Care License or letter of exemption?

*We look forward to working with you during the coming school year. If you have any questions please contact:*  
[kphelps@foodbankrockies.org](mailto:kphelps@foodbankrockies.org) or 303-375-5868 or [FFK@foodbankrockies.org](mailto:FFK@foodbankrockies.org)



Agreement between Food Bank of the Rockies and Hunger Relief Partner (hereinafter referred to as PARTNER) named below.

Form with fields for PARTNER Name, PARTNER Site Address (Street, City, State, Zip), and 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'S 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' Mission is to ignite the power of community to nourish people facing hunger. 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 Product under section 170(e)(3) and must have 501(c)(3) federal tax-exempt status...
2. Notify FOOD BANK OF THE ROCKIES in writing within 15 days, when there are any changes to their hunger relief program...
3. Participate in random partner reviews, scheduled and unscheduled, of its hunger relief program(s) by FOOD BANK OF THE ROCKIES staff and/or volunteers...
4. Identify their organization as a Partner of FOOD BANK OF THE ROCKIES by prominently posting a FOOD BANK OF THE ROCKIES provided poster...
5. Not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression...
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 donated Product, 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 donated Product received, payable at the time of pick up or via approved credit account. Not applicable to all hunger relief programs: TEFAP, EverGreen™, CACFP, SFSP, Totes of Hope™.
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 donated 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 at no charge and available to selected Partners based on program participation and gap analysis.
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.
15. Adhere to additional donor stipulations, if applicable to the donated Product received from FOOD BANK OF THE ROCKIES.
16. Have adequate storage space and agrees to store all food in a manner that is appropriate given the nature of the various 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.
17. Conforms to all local, state and federal regulations 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.
18. Immediately notify FOOD BANK OF THE ROCKIES whenever it receives notice of any claim of liability with respect to donated Product or any report of illness, which may have been caused by Product provided by FOOD BANK OF THE ROCKIES.
19. Keep a minimum of one (1) staff person from each program food safety certified at all times. Food Safety re-certifications are required annually. Certification is available through an online course provided by NeoGov 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.
20. 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.
21. 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.
22. 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, 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 quarterly 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	Phone #:
Signature, Organization Director or equivalent	Date
Printed Name & Title	Phone #:
Signature, Board of Directors Chairperson or equivalent	Date
Printed Name & Title	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

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(PARTNER)

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

During active participation in the hunger relief program offered by FOOD BANK OF THE ROCKIES, the PARTNER will receive assorted donated product from FOOD BANK OF THE ROCKIES.

2. **INSPECTION.** The PARTNER agrees that it will be solely responsible for determining whether said donated product is fit for distribution. 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 #17 in the Partner Agreement.
3. **DISCLAIMER OF WARRANTIES.** The PARTNER acknowledges it accepts all donated product 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 expressed warranties in relation to this donated product. 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 product. 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 product.

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(HUNGER RELIEF PARTNER NAME)

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(Signature)

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(Print Name and Title)