



## COVID-19 Response Distribution Partner Agreement

\_\_\_\_\_  
Name of Food Pantry or Food Service Organization

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

\_\_\_\_\_  
Distribution Address (If different then above. Please include Address, City, State and Zip)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Additional Contact Person

\_\_\_\_\_  
Days of Food Distribution

\_\_\_\_\_  
Hours of Food Distribution

The Distribution Partner agrees to comply with all provisions of the Agreement, Regulations, and any amendments thereto, and all instructions, record keeping requirements, policies and procedures issued in connection therewith. Specifically, the Distribution Partner agrees to adhere to the following requirements:

1) Provide adequate facilities for the handling and storage of all donations and properly safeguard them against theft, spoilage or other loss. Donations cannot be sold, exchanged or otherwise disposed of without approval of the Capital Area Food Bank (CAFB)

### District of Columbia

4900 Puerto Rico Avenue, NE, Washington, DC 20017

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### Virginia

6833 Hill Park Drive, Lorton, VA 22079

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- 2) Accept only the amount of donations that can be stored without waste.
- 3) Agree that all items are accepted in “as is” condition and adhere to any additional donor stipulations.
- 4) Maintain a record of household served.
- 5) Not charge any individual for donations received.
- 6) Safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations.
- 7) Permit representatives of CAFB to inspect donations in storage; or the facilities used in handling storage and distribution; and to review or audit all records at any reasonable time.
- 8) Submit all reports required by CAFB. Failure to file timely reports may be a basis for suspension or cancellation of this agreement.
- 9) Notify CAFB of any intention to change the Distribution Partner’s location and/or distribution schedule. Any changes not approved by CAFB may result in termination of this Agreement.
- 10) The Distribution Partner is responsible to CAFB for any improper distribution or use of donations, or for any loss of or damage to donations, or for any loss of or damage to donations caused by their fault or negligence. CAFB will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
- 11) Not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran, in accordance with all applicable State and Federal laws.
- 12) Maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement (i.e.-audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable Federal and/or State laws, regulations, and policies except as may otherwise be specific in this Agreement.

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13) Distribution Partners that qualify to distribute for CAFB to households must: (a) distribute to households fairly and equitably on a “first come, first served” basis; (b) to the extent possible, provide same size households with similar amounts of donations; and (c) recipients may refuse any items they do not need.

#### EFFECTIVE PERIOD OF AGREEMENT

This agreement shall become effective on the date executed and approved for a **period of 90 days (through ~~December~~September 2020)**. CAFB may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Distribution partner. Any termination of this Agreement shall be in accordance with applicable laws and regulations. Upon any termination, the Distribution partner agrees to comply with instructions of the Food Bank ~~in regard~~ to regarding the transfer of all donated product remaining in its possession or control.

**By signing below, the authorized representative of the Distribution Partner confirms that Distribution Partner is accepting and agrees to abide by all terms of this agreement.**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (must be signed by an organization representative that has the authority to execute this agreement)

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