

Agency Liability Release

Name of Agency _____ Date _____

Please initial on each line after you have read this agreement.

- _____ 1. The Agency agrees that it meets the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e) (3).
- _____ 2. The Agency agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations.
- _____ 3. The Agency agrees to adhere to additional donor stipulations.
- _____ 4. The Agency agrees that it will abide by the policies, procedures and record keeping requirements of the (Member Name).
- _____ 5. The Agency agrees that all items are accepted in “as is” condition.
- _____ 6. The Agency agrees that it will pay the handling fees assessed.
- _____ 7. The Agency agrees that it will not engage in discrimination, in the provision of service against an 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.

The (name of organization) _____ (“Agency”) hereby affirm that the original donor, the Southeast Texas Food Bank, and Feeding America: *Please initial on each line after you have read this agreement.*

- _____ 1. Are released by the Agency from any liabilities resulting from the donated goods.
- _____ 2. Are held harmless from any claims or obligations in regard to the Agency or the donated goods.
- _____ 3. Offer no express warranties in relation to the gift of goods.

Agency Name	Date
Agency Representative Signature	Date
SETX FB Representative	Date