



RECIPIENT NONPROFIT ORGANIZATION AGREEMENT

WHEREAS, Adelante's Desert Harvest Food Rescue Program, herein referred to as "Desert Harvest," has offered to provide and supply certain foods through Desert Harvest, as available, to a tax exempt charity, hereinafter referred to as "Recipient," and

WHEREAS, Recipient has warranted to Desert Harvest that all items received will be duly inspected by a qualified member of its staff.

THEREFORE, Recipient hereby warrants, represents, and guarantees, as follows:

Recipient has been awarded tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Recipient understands that Desert Harvest and the Food Donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all such donated items.

Recipient acknowledges that all goods are accepted in 'as is' condition, and the Recipient will not 'cherry pick' the donations. Recipient will take all the donations and sort at the recipient's location.

Recipient will serve the product as soon as possible to provide maximum palatability and freshness.

Recipient accepts full responsibility for the fitness for human consumption of any and all items accepted.

Recipient acknowledges that Desert Harvest, its agents, employees, and volunteers through Desert Harvest are organized solely for the purpose of collection and distribution of certain foods and is not responsible for inspection of donated food.

Recipient will pick up Desert Harvest donations on assigned date, unless a special pickup request is made by the Desert Harvest Program Coordinator.

Recipient will utilize employees or volunteers with sufficient training, experience, and expertise in the evaluation, handling, preparation, and distribution of donated items. This training is the responsibility of the Recipient.

Recipient warrants and guarantees to Adelante Development Center, Inc., its Desert Harvest Food Rescue Program, and to the Food Donor that it will indemnify, defend and hold harmless from any and all liabilities,

claims, losses, causes of action, suits of law or inequity, or any obligation whatsoever arising out of the Recipient's storage and/or use of the items supplied to it by Adelante's Desert Harvest Food Rescue Program.

Recipient will use the items solely for the feeding of hungry people.

Recipient will neither offer for sale, sell, transfer, nor barter the items supplied by Desert Harvest in exchange for money, other properties, or services.

Recipient will not, under any circumstances, return food donations to Food Donors for return, refund, or exchange.

Recipient agrees that all donations will be properly weighed and documented on receipts provided by Desert Harvest and will be turned in to Desert Harvest by the first day of each month.

Recipient will acknowledge Adelante's Desert Harvest Food Rescue Program on all of its social media outlets, including advertisements, website, Facebook, and Twitter, in the facility where food is distributed, and in all printed materials. The official Desert Harvest logo will be used in all acknowledgments.

Dated this ____ day of _____ 2017

Name of Organization _____

Address _____

City, State, Zip _____

Authorized Agent (Signature) _____

Authorized Agent (Print) _____

Title _____

Telephone Number _____

Please attach a copy of your 501(c)(3) determination letter.