

BI –ANNUAL AGREEMENT
SOUTHEAST TEXAS FOOD BANK

For good and valuable consideration from the Southeast Texas Food Bank (“SETXFB”), the receipt and sufficiency of which are hereby acknowledged, the undersigned Agency (the “Agency”) agrees as follows:

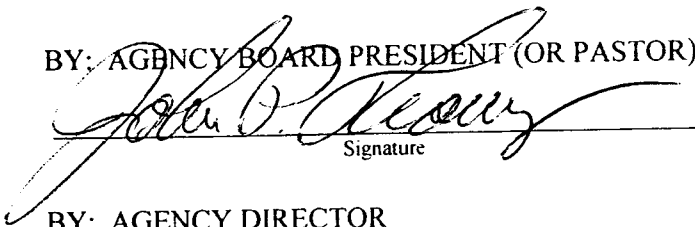
1. Unlike product that is purchased wholesale or retail by the Agency, all products received from SETXFB by the Agency will remain at all times subject to the restrictions set forth in this agreement.
2. All product received from SETXFB by the Agency must be distributed according to the Internal Revenue Service regulations for product donated for distribution to the needy, as well as according to the guidelines outlined by SETXFB.
3. The Agency is a non-profit organization that has received a written determination letter from the Internal Revenue Service to the effect that it is an organization described in Section 501 (c)(3) of the IRS Code of 1954, or that it is a bonafide church which is considered tax exempt under Section 501(c)(3). The Agency will notify SETXFB immediately of any changes in its tax exempt status.
4. The Agency will not share with or sell SETXFB product to non-member agencies, agency programs or other entities, persons or businesses, for profit, exchange, trade, and barter for services or favor.
5. The Agency will not share with or sell SETXFB product to other member agencies or agency programs.
6. The Agency will not require any individual to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization in exchange for product received. Distribution by a church must be open to the public. Church members, pantry workers or drivers, shall not be served first to be given more or better items.
7. The rules for acceptance and participation in the program are the same for everyone without regard to race, color, age, sex disability, national origin or political affiliation.
8. The Agency will follow all food storage requirements and membership criteria of SETXFB.
9. The Agency will take all product obtained at SETXFB directly to its own storage site that SETXFB has approved. Any change in the location of the Agency or storage site and any major program changes must be reported to SETXFB in a timely fashion.
10. The Agency will inspect product upon receipt and will not distribute unfit product. The Agency has the right to refuse delivery of any product from SETXFB that it feels is inferior or undersirable in any way. The Agency will contact SETXFB to report any unfit product. The Agency understands that SETXFB reserves the right to limit the quantity and type of product received by any agency or program.
11. The Agency agrees to follow “Southeast Texas Food Bank Membership Guidelines” for operating a pantry, a meal site or a residential program.
12. The Agency releases both the original donor and SETXFB from any liability resulting from the condition of the received product and further agrees to indemnify and hold SETXFB and the original donor free and harmless against all and any liability, damage, losses, claims, causes of action and suits

of law or any action of Agency in connection with its storage or use of the product received. There have been no express warranties made in relation to product received from SETXFB.

- 13. The Agency will pay all agency fees either on the day of pick-up or within 30 days of the invoice date.
- 14. The Agency understands that SETXFB is to be considered only as a supplemental source of product for its membership.
- 15. The Agency will provide SETXFB all appropriate requests for paperwork within 30 days of the request by SETXFB.
- 16. The Agency agrees to annual Civil Rights training with Food Distribution Program staff which may be completed through a self-study guide distributed through Texas Health and Human Services Commission, hanging a civil rights poster in an area visible to clients and turning in monthly distribution reports to receive and distribute USDA commodities.
- 17. The Agency understands that courtesy and professional conduct are practiced and required by both parties.
- 18. The Agency understands that this agreement can be terminated by either party upon written notification to the other party with or without cause at any time.
- 19. The Agency understands that if they do not order from the SETXFB for six consecutive months they will be considered to have voluntarily withdrawn their membership and this agreement will automatically be terminated by the SETXFB and does not require any written notification.

AGENCY NAME: Polk County Aging Services

BY: AGENCY BOARD PRESIDENT (OR PASTOR)


 Signature

Name: John P. Thompson - County Judge

Date: 08/27/09

BY: AGENCY DIRECTOR

Signature

Name: Barbara Hayes - Director

Please Print

Date: _____

BY: AGENCY CONTACT PERSON

Signature

Name: Barbara Hayes - Contact Person

Please Print

Date: _____

STFB APPROVED: _____

Date: _____

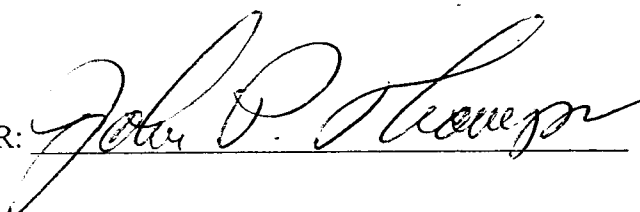
**SOUTHEAST TEXAS FOOD BANK
CIVIL RIGHTS SELF-STUDY GUIDE AND POSTERS**

AGENCY: _____

ADDRESS: _____

I verify that all staff at all sites associated with food distribution/meals distribution have read and completed the Civil Rights Self-Study Guide and that posters in English and/or Spanish have been posted in an area visible to clients.

SIGNATURE OF DIRECTOR/PASTOR: _____



DATE: _____

**PLEASE RETURN BY MAIL OR FAX THE
SOUTHEAST TEXAS FOOD BANK
(409) 839-8786**