**Food Recovery Agreement between the**

**Food Recovery Organization/Food Recovery Service (FRO/FRS) and the Commercial Edible Food Generator**

This Agreement (“Agreement”) is dated \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_ between the Parties to this Agreement, \_\_\_\_\_\_\_\_\_ (“FRO/FRS”) and, \_\_\_\_\_\_\_\_\_\_\_\_\_ ("Commercial Edible Food Generator”).

The Commercial Edible Food Generator wishes to provide its Edible Food that would otherwise be disposed to FRO/FRS pursuant to the terms of this Agreement.

**FOOD SAFETY PROTOCOLS AND ALLOWABLE FOODS**

Both FRO/FRS and Commercial Edible Food Generator will maintain compliance with all federal, State, and local regulations for safe food handling and food safety record keeping requirements prior to and during transportation, storage, and handling. When applicable, Commercial Edible Food Generator shall at all times maintain all licenses and permits required by the State of California and any other governmental authorities, including, without limitation, local and municipal governmental authorities, to operate a food establishment in accordance with the services provided by Commercial Edible Food Generator.

In the event of a food recall, Commercial Edible Food Generator will notify FRO/FRS of the specifics of the recall. All food advisories, warnings, and recalls, including voluntary recalls, must be handled in compliance with all issued local, State, and federal instructions.

See Attachment B for food safety protocols, which include details of allowable foods, or use as an attachment.

**FOOD LABELING**

Good food labeling is an important part of food safety. All prepared food items intended for donation should be labeled with the date of preparation, so that safe food choices can be made in the handling and distribution of that food.

**CONDITIONS FOR REFUSAL**

FRO/FRS reserves the right to refuse food at any time if it meets the conditions for refusal. Conditions for refusal of food include but are not limited to food safety concerns,

improper storage, provision of items not agreed upon for Food Recovery, lack of transportation capacity or storage space, and/or food not currently needed by FRO/FRS. If FRO/FRS is not able to pick up available donation, then another FRO/FRS may collect donatable food.

Commercial Edible Food Generator agrees to provide food that meets all food safety standards in accordance with Section 1.1 of this Agreement and not knowingly or intentionally provide foods that do not meet these standards.

**MISSED OR DELAYED PICK-UPS**

In the event of a delayed collection or delivery outside of the drop off window, the transporting Party will contact the receiving Party as soon as possible to notify them of the delay. If the delay cannot be accommodated (for example, delay results in a delivery after hours), Commercial Edible Food Generator will retain possession of the food and maintain safe storage and handling of the food until the delivery/collection can be rescheduled, or find alternative solutions if the food cannot be delivered in a safe or timely manner. Examples of alternative solutions may include redirecting Edible Food to another FRO/FRS, with the approval and consent of the alternate FRO/FRS; lawful use as animal feed; organic waste recovery or recycling such as composting or anaerobic digestion; or alternative diversion strategy that does not result in landfill disposal.

**DONATION DUMPING**

Commercial Edible Food Generator will not knowingly provide unusable or unsuitable food, force Food Recovery after capacity has been reached, or intentionally deliver food outside of the specified collection/Food Recovery windows to the FRO/FRS (“donation dumping”). FRO/FRS will be compensated for costs incurred as a result of the donation dumping and Commercial Edible Food Generator may be reported to the local jurisdiction.

**DOCUMENTATION/RECORDKEEPING**

[FROs: this section is optional. Many organizations do provide this information to the business, but it is not your legal responsibility. The business is legally responsible for tracking this information.]

FRO/FRS will provide the following information to Commercial Edible Food Generator about the food that was recovered from Commercial Edible Food Generator: types of food recovered (perishable/nonperishable), weight in pounds, date, signature/confirmation.

The requirements outlined in this Section shall not take the place of any recordkeeping and reporting obligations required by local, State, and federal regulations. Documentation shall be compiled electronically, including reports or data compiled through the use of cloud-based tracking, use of bar or QR codes, or other data collection platforms.

This information will be provided to Commercial Edible Food Generator on a <frequency> basis on <day> via email. *Guidance: Note that SB 1383 regulations (14 CCR Sections 18991.4 and 18991.5) specify that Commercial Edible Food Generators and FRO/FRSs shall maintain records of the quantity of Edible Food (in pounds) recovered per month. Consider this when selecting measurement units and documentation frequency.*

**TERMS & CONDITIONS**

This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law, including, without limitation, the Bill Emerson Good Samaritan Food Donation Act and the California Good Samaritan Food Donation Act). Both Commercial Edible Food Generator and FRO/FRS are familiar with the Good Samaritan laws referenced in this subsection that limit liability to gross negligence and intentional misconduct.

[Add any other terms or conditions you would like included here (e.g. how agreement can be terminated)]

The undersigned hereby agree to the terms of this Agreement:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Name of Signatory

Title of Signatory

FRO/FRS

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Name of Signatory

Title of Signatory

Commercial Edible Food Generator

**Attachment A -**

**Contacts for Agreement**

Primary Contact for FRO/FRS:

<Name>

<Title>

<Address>

<Phone>

<Email address>

Primary Contact for Commercial Edible Food Generator:

<Name>

<Title>

<Address>

<Phone>

<Email address>

**Attachment B - List of Foods FRO Accepts**

Add a list of foods your FRO accepts/does not accept here

**Attachment C -**

**Transportation**

<Commercial Edible Food Generator/FRO/FRS/Third Party> will provide suitable transportation to pick up and deliver food from <Commercial Edible Food Generator(s)>.

| **Pick Up Address:**  <office, address, main contact name, email, phone number> | **Delivery Address:**  <office, address, main contact name, email, phone number> |
| --- | --- |

Collection or Self-haul Delivery Frequency:

| **Collection or Self-haul Delivery Day(s)** |
| --- |
| Collection will occur <frequency> on <day(s)>  OR  Self-hauled deliveries will occur <frequency> on <day(s)> |