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2020-2021 BackPack Program
School Produce Addendum

The Food Bank of the Southern Tier can now provide fresh produce to BackPack partner school districts as it is available. Produce availability is based on donations and grants and is not guaranteed. The terms of the following agreement have been understood and agreed upon by the **Food Bank of the Southern Tier (FBST)** and _____ (School District) for the specific purpose of providing fresh produce to at-risk children. Both parties are fully aware of their respective duties and responsibilities related to the acquisition, storage, and distribution of food to individuals in need.

The FBST agrees to the following:

1. Supply fresh produce to the School District at no cost. Produce will be delivered with BackPacks.

The School District agrees to the following:

1. Distribute fresh produce to at-risk children and families.
2. Store fresh produce in a secure, dry, and pest free storage area for food storage. Food will be kept six inches off the floor and away from exterior walls. Produce must be refrigerated within 24 hours.
3. Produce will be properly stored at the School District site only. FBST products may not be stored at a private residence or any other location that has not been inspected by FBST staff.
4. In accordance with the Bill Emerson Good Samaritan Law, the original donor, FBST and Feeding America are released from any liability resulting from the condition of food donated in good faith.
5. The original donor, FBST, and Feeding America are held harmless from any claims or obligations regarding the School District or the donated goods; and offer no express warranties in relation to goods.
6. Produce will not be transferred in exchange for money, property, or services. Students will not be obliged to make a “donation” to the School District in exchange for food.
7. Produce will not be distributed to another School District, organization or location without the expressed written permission of the FBST.
8. FBST products will not be given to staff or volunteers for their personal use, except those that need assistance.

This agreement is valid from the date signed until the end of the 2020-2021 academic year. Both parties enter into this agreement voluntarily. Either party may terminate the agreement by notifying the other party in writing.

_____ _____

School Superintendent Date District Coordinator Date