



Driving Out Hunger, One Mile at a Time.

PARTNER AGENCY AGREEMENT

This Partner Agency Agreement, dated as of _____, 2025 (“**Agreement**”), is entered into between SECOND HELPINGS ATLANTA (“**SHA**”), a nonprofit food rescue organization, and [PARTNER AGENCY] (the “**Partner Agency**”), a nonprofit organization (together with SHA, the “**Parties**,” and each, a “**Party**”).

1. Overview/Expectations

SHA is a nonprofit food rescue organization that utilizes a network of mostly volunteer drivers to collect primarily perishable food from a growing number of food donors, principally on a regularly scheduled basis, and deliver that food to nonprofit 501(c)(3) organizations with feeding programs. We are pleased to welcome your organization as a Partner Agency, and we look forward to working with you to deliver nutritious food to those facing food insecurity. We work with over 100 donors and 100 partner agencies each year to deliver more than 4 million meals. Food distribution operations on this scale are complex and unpredictable by their very nature. In signing up to partner with us, please understand the following:

- A. Food distribution operations are subject to events beyond SHA's control (traffic, weather, unexpected food spoilage, pandemics, etc.). SHA is committed to providing a consistent and high-quality supply of food to all of our partners but cannot guarantee that food will be delivered as expected via particular routes or that any delivery will contain specific food items. **Our partners are expected to adopt a collaborative and flexible approach when issues arise** and understand that SHA and all of its partners share the common goal of reducing food waste and eliminating food insecurity.
- B. SHA's food distribution program would not exist without the generous support of entities (“Donors”) that provide food donations. It is SHA's responsibility to steward the relationships with food donors, and **any issues regarding a donor should be brought to the attention of an SHA representative**. If picking up directly from a Donor, partners must do their utmost to ensure minimal disruption to the Donor's business, follow the Donor's processes and instructions, and understand that a Donor may adjust its donations and practices with or without prior notice.
- C. As with most nonprofit organizations, SHA is working with limited resources. SHA works with partners who are responsive and proactive in their communications, follow procedures, and work cooperatively with SHA staff.

2. **Food Donations**

- A. **General Distributions:** SHA will allocate all food distributions among its partners at its sole discretion to maximize the distribution of safe and nutritious food resources to people in need.
- B. **Procedures:** Partner Agency shall follow SHA's food distribution procedures. (Attachment A). These procedures may be modified from time to time, and such modifications are incorporated herein.
- C. **No Guarantee:** While SHA strives to meet the needs of its Partner Agencies, SHA cannot guarantee that food will be available. SHA will communicate with the Partner Agency as soon as possible if SHA is unable to find a volunteer or if a Donor is unable to provide a donation to the Partner Agency. In addition, donations (whether ongoing or ad-hoc) can be changed or discontinued at any time. SHA will strive to provide notice to the Partner Agency before any ongoing donations are discontinued with the goal of providing such notice at least one (1) week before such discontinuation.
- D. **Food is "As Is":** All food donations are provided "as is" with all faults, and the Partner Agency's staff or volunteers must use their best judgment regarding the quality of incoming donations. The Partner Agency is responsible for establishing and adhering to its internal systems and procedures to inspect and sort food donations for safety and quality before distributing donations to its clients. SHA makes no warranty whatsoever, express or implied, concerning the food items, including any warranty of wholesomeness, condition, quality, or suitability, warranty of merchantability, warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.
- E. **Fees:** Neither SHA nor the Partner Agency will charge recipients of food donated through SHA fees (real or in-kind, directly or indirectly). However, SHA may charge fees to the Partner Agency as necessary.

3. **Marketing and Publicity**

- A. For the duration of this Agreement, SHA's logo and the phrase "Proud Partner of" or "Partner Agency of" along with the name "Second Helpings Atlanta" shall be prominently displayed on the Partner Agency's website, marketing materials, social media pages, and advertisements highlighting SHA-supported programs and/or projects. SHA grants to the Partner Agency a revocable and non-exclusive license to use SHA's logo in accordance with the immediately preceding sentence.
- B. For the duration of this Agreement, SHA has the right to use the Partner Agency's name and logo in conjunction with this Agreement through their print and online resources.
- C. All licenses to the logo granted in this Agreement are non-transferable and non-assignable unless SHA provides written approval stating otherwise. SHA's

trademarks and logos are and shall remain the property of SHA. The SHA logo may not be changed or altered in any way and can be used in color or as part of a black-and-white item. Examples of appropriate logo usage are listed in the table below:

Communication Type	SHA Logo Placement
Website	On the homepage and in the “about us” / “partners” section(s)
Social Media	On the main page(s), in stories and posts related to donations
Annual Report	Featured
Newsletters	On any list of partners and accompanying any news related to an SHA-enabled donation or program
At Your Location	In the lobby, entrance, or food pantry area

4. Term

This agreement will continue until **April 1, 2026**. After that, it shall automatically renew unless written notice is provided **30 days** before the expiration of the term. Either party may terminate this agreement with **30 days’** notice in writing. SHA reserves the right to terminate this Agreement immediately in its discretion for any reason including, but not limited to, instances where SHA determines that Partner Agency has: 1) interfered with SHA’s operations, 2) not maintained timely contact and communication with SHA, 3) not followed the rules and procedures of SHA and/or Donors, 4) or for any other reason. In such event, the Organization will be given notice of such termination.

5. Indemnification

Partner Agency will indemnify and hold harmless SHA and its directors, officers, employees, and volunteers (collectively, the “Indemnified Party”) from any and all losses, damages, actions, suits, or claims of any type by a third party arising out of the conduct or actions of Partner Agency, including, but not limited to, claims for damage or injury to persons or property or loss of life or limb arising out of or in connection with this Agreement. Partner Agency’s indemnification of SHA will extend to all costs and expenses incurred by SHA concerning any claim arising out of the Partner Agency’s conduct or actions, including, but not limited to, any damages or attorney’s fees. This Section shall survive the expiration or termination of this Agreement.

6. Limitation of Liability

In no event shall SHA be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value arising out of, or relating to, or in connection with the food items, donation of the food items, or any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not SHA was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

7. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8. No Discrimination

The Partner Agency shall not discriminate against anyone based on race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation, or military status. The Partner Agency is committed to treating all food recipients with dignity and respect and to using appropriate language and behavior at all times.

9. Governing Law

This Agreement will be governed by, interpreted, and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws, principles, or the United States.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all taken together shall constitute one and the same instrument. Facsimile and electronic executions and deliveries shall have the full force and effect of original signatures.

11. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with regard to the subject matter hereof, and no amendment, modification, or waiver of any of the terms or conditions herein shall be valid unless in writing signed by both Parties.

12. No Joint-Venture

Nothing in this Agreement creates an agency, joint venture, or partnership relationship between the Parties. Neither SHA nor the Partner Agency will represent themselves as agents of or purport to speak or act on behalf of the other Party, including, without limitation, in any advocacy activities. Neither SHA nor the Partner Agency has the power or authority to bind or obligate the other to a third party or other commitment in any manner.

Partner Agency Agreement Confirmation

By initialing and signing below as indicated, Partner Agency shows full understanding and agreement to all policies and procedures outlined in this Agreement. Please complete and return this page to SHA no later than **March 28, 2025**. If you have questions, please contact the **SHA HOTLINE (678-894-9761 Ext. 2)**.

Partner Agency Name: _____

Partner Agency Tax ID / EIN: _____

ACFB Agency Code (if any): _____

By signing below, the Partner Agency agrees to abide by all terms of this Agreement.

Print Name of Partner Agency Representative

Date

Signature of Partner Agency Representative

Print Name of Second Helpings Atlanta Representative

Date

Signature of Second Helpings Atlanta Representative

ATTACHMENT A

FOOD DISTRIBUTION PROCEDURES

1. **Onboarding Information**

- A. Within 5 days of the intake call, the Partner Agency must provide SHA with two (2) contacts, complete with working email addresses and phone numbers with voicemail capabilities. At least one of the phone numbers must be the contact of a person who is physically at the Partner Agency's site so SHA can contact the Partner Agency in case of delivery delays or issues that may arise and need immediate attention.
- B. The Partner Agency will provide documentation of its 501(c)(3) status upon request from SHA and will update SHA if this status changes no later than three business days after the change.
- C. The Partner Agency will provide clear and comprehensive step-by-step driving, parking, and delivery instructions to SHA's drivers. These instructions should include an on-site contact number, delivery protocol, and detailed parking instructions. This information shall be updated as needed.

2. **Use of Food**

The Partner Agency agrees to comply with the restrictions on using and transferring donated property, as described in IRS Tax Code Section 170(e)(3) and any amendments to the Code. The Partner Agency also agrees as follows:

- A. The Partner Agency may not accept any donation with the prior intent to pass food wholly or substantially on to another program, business, individual, or nonprofit organization unless otherwise agreed upon by SHA in writing. Donations may not be distributed to Partner Agency staff, volunteers, or other individuals unless done in accordance with standard procedures related to an existing food distribution program.
- B. Food donations must be distributed free of charge to clients, with no suggested or implied monetary donation amount or any volunteer requirement. Any client donations must be unsolicited. Food donations may not be sold or used in exchange for money, property, incentives, or other products and services.
- C. Donations may not be used for fundraising activities, such as banquets, bake sales, or prizes for games such as bingo.
- D. The Partner Agency may not require, suggest, or imply that clients need to accept the Partner Agency's position on social, moral, religious, or political issues.
- E. The Partner Agency may not require, suggest, imply, or encourage clients to become members of any organization or participate in any religious service or programming

as a condition for distributing or receiving food or other products and services. Religious information or counseling may be provided only at the client's request.

3. General Procedures for Food Deliveries

- A. **Distribution Limited to Application:** The Partner Agency agrees to only distribute products received through SHA in the areas discussed in the initial application. The Partner Agency will provide the distribution address to SHA within 5 days of the intake call. The Partner Agency shall discuss any changes to the service area with SHA's partner relations staff.
- B. **Ad Hoc Distributions:** SHA may offer ad hoc donations to the Partner Agency. As ad-hoc donations often need to be picked up within 48 hours, the Partner Agency shall respond to these inquiries as quickly as possible if interested in the donation. Ad hoc donations may be granted in the order that responses are received. SHA volunteers shall announce their arrival at the Partner Agency and communicate the name and location of the Donor of the food being delivered.
- C. **Delivery Instructions:** The Partner Agency will share any additional delivery requests made of SHA volunteers (for example, signing in, completing a logbook, etc.) as part of their standing delivery instructions.
- D. **Unloading:** The Partner Agency will make a timely effort to assist SHA volunteers as they unload their vehicles.
- E. **Weighing Donations:** The Partner Agency will assist SHA volunteers in weighing the donation if not previously weighed at the donor location.
- F. **Redistribution:** To reduce food waste, the Partner Agency may distribute food donations to another nonprofit food program on an ad hoc basis only. If this occurs, SHA shall be notified of the volume and type of donation passed on, as well as the organizational name of the secondary recipient, as soon as possible, but no later than three days after such donation.
- G. **Handling Donations:** Donations may not be opened or repacked unless the items within a product are individually packaged. They may be opened only in meal preparation and resealed if the packaging allows it.

4. Reporting Food Quality Issues

If a significant portion of a single donation (or a consistent portion of multiple donations) is found not to be in good condition for distribution, the Partner Agency shall immediately call the **SHA HOTLINE (678-894-9761 Ext. 2)** and report the issue to the staff member on duty.

5. Change Requests

SHA's goal is to match the Partner Agency with donors who will provide food donations by type and volume suitable for the Partner Agency's feeding program, as described to SHA staff. If a Donor match proves not to be a good fit, the Partner Agency will promptly alert

SHA staff and describe the issue. If possible, SHA will work to address the Partner Agency's concerns. If those concerns cannot be adequately accommodated to either party's satisfaction, the Partner Agency may decline future deliveries from the Donor.

6. Reporting Concerns

If problems arise between volunteers and the Partner Agency or if there are any other issues not addressed herein, the Partner Agency shall contact SHA's volunteer coordinator.

7. Pick Up Procedures

Representatives must abide by any and all rules imposed on the pick-up by the Donor or SHA, whether oral or written. The rules may be changed at any time. In addition:

- A. Partner Agency shall alert SHA to any closure or staffing issue that will prevent the completion of an upcoming food rescue route.
- B. Partner Agency shall ensure that its driver knows all SHA policies and has the route confirmation available to show the store or restaurant staff if requested.
- C. Upon arrival, Representatives will identify themselves as a representative of the Partner Agency at each donation pick-up.
- D. Representatives must be able to load, unload, weigh, transport, and safely store and distribute products unless otherwise agreed upon in writing with SHA.
- E. Representatives will weigh the donation as soon as reasonable and share the total weight with the driver for their records.
- F. Partner Agency must report the number of pounds of food for any self-driven food rescue routes daily. Reporting pounds may be done on the SHA app or the Partner Agency's driver contact personal reporting page.

8. Pick-Up from Donor Sites

In its discretion, SHA may allow a Partner Agency to pick up directly from the donor. This privilege may be discontinued at any time for any reason.

- A. **No Guarantee of Availability:** SHA is not obligated to ensure that food donations are available at the Donor's site. If the donor does not have food donations available to the Partner Agency, the Partner Agency will simply notify SHA that no food donation was available.
- B. **Contact SHA (Not Donor) With Issues:** All communications — other than those needed to complete a scheduled pick-up — should be directed to SHA.
- C. **Drivers:** Partner Agency drivers are only permitted to drive routes that deliver to their Partner Agency. The Partner Agency drivers are not allowed to be SHA volunteers while employed by or volunteer with a Partner Agency.

- D. **Reporting:** SHA acknowledges that the volunteer is responsible for reporting pounds to SHA for all volunteer-driven food rescue routes. This requirement does not alter or supersede any existing reporting requirements of the Partner Agency to Federal and State Authorities or the Atlanta Community Food Bank, if applicable.

9. Scheduling and Planned or Unplanned Closures

- A. The Partner Agency will work with SHA staff to establish the best weekly times and days for weekly food donation deliveries. Should the schedule change, the Partner Agency will provide as much advance notice as possible to SHA's partner relations staff or volunteer coordinator, but no later than seven (7) business days. If ongoing deliveries are not feasible or desired, the Partner Agency will inform SHA of the desired delivery dates and times.
- B. The Partner Agency must operate at regularly scheduled times as determined by SHA. The Partner Agency will communicate these service times and any changes to them, including weather closures, to SHA. Failure to share this information may result in probation or suspension.
- C. The Partner Agency will advise SHA with as much notice as possible but in no event later than 10 business days, about any planned closures that may impact its ability to receive scheduled donations. For major U.S. holidays, the Partner Agency must provide this information at the request of SHA up to eight (8) weeks before the holiday and no later than 30 days before each holiday.
- D. For last-minute closures or unexpected cold storage issues, the Partner Agency will alert SHA as soon as possible, and in no event later than 24 hours, if unable to receive a scheduled donation. This notice can be provided to the **SHA HOTLINE (678-894-9761 Ext. 2)** during working hours (8:00 am to 5:00 pm EST) or by emailing SHA's partner relations staff. The Partner Agency should include as much information as possible regarding the anticipated length of closure.

10. Food Handling

- A. The Partner Agency agrees that it will store, handle, and distribute products in a manner consistent with the Federal Food, Drug, and Cosmetic Act and any following regulations and will follow food safety guidelines as outlined in this Agreement. Additionally, the Partner Agency will proactively update SHA regarding any changes to its cold storage capabilities (e.g. broken refrigerators or freezers, new or additional units, etc.).
- B. The Partner Agency will maintain temperature logs for each cold storage unit, as well as pest control logs that may be requested by SHA at any time. The temperature logs and pest control logs must be provided to SHA immediately if the request is made during an in-person visit. Otherwise, such logs must be provided within 3 days of the request.

- C. The Partner Agency agrees that if it utilizes food provided through SHA to prepare and serve meals, its key food service program staff (paid or volunteer) will be required to meet local commercial food safety standards in addition to having the standard approved food safety training. The Partner Agency shall provide documentation establishing compliance at SHA's request.
- D. The Partner Agency will maintain current licenses as required by local, state, and federal regulations.

11. Staffing

The Partner Agency will ensure consistent staffing for any agreed-upon donations that are delivered by SHA staff or volunteers to the Partner Agency's location. Partner Agency shall be responsible for the actions of its volunteers and employees who drive routes, accept donations on the Partner Agency's site, or otherwise participate in the food distribution program on its behalf ("Representative(s)"). Partner Agency shall be responsible at all times for ensuring that Representatives understand and comply with any instructions from SHA regarding the day and time of any donations that the Partner Agency will pick up, as well as any SHA or Donor procedures or safety rules. Representatives must:

- A. Attend a brief annual (virtual) training session on best practices for picking up SHA-Enabled Donations.
- B. Commit to being consistent and professional during all scheduled food rescue routes, arriving on time and prepared for the type and volume of food likely to be donated.

12. Reporting

- A. The Partner Agency will report the number of pounds of each donation to an SHA volunteer. If the donation is an SHA-Enabled Donation, the Partner Agency will report the number of pounds directly to SHA within 24 hours.
- B. The Partner Agency will report on an annual basis, but no later than March 31st of each year, the number of clients served through the Partner Agency's program and the breakdown of the demographics of the clients served using the survey provided by SHA.
- C. If the Partner Agency is part of the ACFB-SHA network of enabled routes, the Partner Agency will report all donations made through SHA and, in addition to reporting the pounds to the SHA volunteer, will report those pounds as "SHA-Enabled" through the eHarvest reporting tool. SHA will inform the Partner Agency if it falls under this program and for which routes this is applicable. If a specific SHA-managed route option is not available in eHarvest, the Partner Agency will notify its SHA and ACFB contacts for resolution, and track SHA-related pounds manually until eHarvest is updated to accept those reports.

- D. In the event that the Donor does not have food donations available to the Partner Agency, the Partner Agency will report zero (0) pounds to SHA and note that there was no food donation available.
- E. The Partner Agency agrees to purchase a basic commercial scale if one is not already available on the Partner Agency's site.

13. On-Site Inspections and Visits

- A. SHA will initiate a meeting to be held at least once a year with the Partner Agency, either in person at the Partner Agency's location or over a video conference link. The Partner Agency will be contacted and asked to schedule the visit by SHA's partner relations staff. Failure to schedule this visit may result in suspension or termination.
- B. The Partner Agency will allow SHA to inspect the Partner Agency regularly, at least once a year, including any location where food is received, stored, or distributed, with or without notice. SHA will make three (3) attempts to contact the Partner Agency to set an appointment for inspection. If the Partner Agency does not communicate after the third attempt, the Partner Agency will be suspended until the inspection can be scheduled.