

Terms of donation

All items donated or transferred to Midwest Food Bank (MFB), a 501(c)(3) chartered non-profit organization, and are being transferred to you or your organization free of charge or compensation in any manner.

You hereby agree to the following terms and promise the following:

- These items will be used to care for the hungry, malnourished, and those in need of assistance who are served by your organization and are not to be distributed by the case to recipients.
- These goods will not be bartered, traded, or sold for any reason by your organization or anyone served by your organization. This includes (but is not limited to) sale or distribution of goods at flea markets, garage and yard sales, thrift shops, auctions, raffles, charity benefits, fundraising events, or in any other context whatsoever. **These items may not be given to or taken by volunteers, officers, clergy, or employees for personal use, used in classrooms to all students without regard to need, or given to any other organization.** If any of these should occur, your organization loses their privilege to pick up food and supplies indefinitely.
- You will meet all requirements of IRC Section 170(e)(3).
- You understand that MFB recommends the use of food-grade, insulated blanket(s) to transport cold and/or frozen goods from the MFB warehouse to your organization when transit time is 30 minutes or greater.
- You will completely hold harmless and indemnify MFB and anyone acting on MFB's behalf of any and all liabilities of these products, MFB's actions, your actions, the products transferred to you or your organization, and any legal and/or enforcement taken against you or your organization for the use or abuse of these products. This includes the liability of any accident while picking up these items at MFB.
- In the rare event of surplus, you agree NOT to dispose of goods and instead make every effort to share goods with other non-profit agencies and/or contact MFB.
- Neither MFB nor the donor warrants or guarantees these products in any way. Use them at your own risk.

I have completely read, understand, and agree to be bound by these terms, I also certify that I am acting as an authorized representative for my organization (if not acting as a needy individual), and my organization and all who are served by my organization agree to be bound by the same terms.

MFB RESERVES THE RIGHT TO SERVE WHOEVER THEY CHOOSE TO SERVE.

SIGNED: _____ DATE: _____

ORGANIZATION NAME: _____

