

The Membership Agreement is a mutual commitment by both Mi Amore, Inc. (also referred to as “Distributor”) and the designated Food Recipient (herein after to be referred to as “Recipient”). The Recipient agrees to abide by Mi Amore, Inc. policies, procedures, and requirements, as outlined below.

1. DISTRIBUTOR DUTIES

1.1 Safe Food Handling Certification. Mi Amore, Inc. agrees that any Distributor volunteers that will handle food items will be food safety certified.

1.2 Acquisition and Transportation. Mi Amore, Inc is responsible for the receipt of product and its transportation from the initial donor to the Recipient. Mi Amore, Inc. will not stockpile any food acquired in excess of what is needed to serve its clients within a reasonable timeframe. Mi Amore, Inc. will determine what constitutes “stockpiling.”

1.3 Anti-Discrimination Policy. Mi Amore, Inc. agrees not to refuse service to any Recipient due to race, color, gender, age, religion, national origin, sexual orientation including gender identity, disability, citizenship, ancestry, veteran status or unfavorable discharge from the military or status as a protected veteran or any other protected class or status. Mi Amore, Inc. proselytism of clients before, during, or after food distribution, for an organization’s faith, party, institution, or cause is strictly prohibited.

2. ASSESMENT AND TERMINATION OF SERVICES

2.1 Annual Recipient Fee. The Recipient will not pay for any food or items distributed by Mi Amore, Inc.

2.2 Determination of Services. Mi Amore, Inc. is solely responsible for assessment and determination of whether services by Mi Amore, Inc. are appropriate on financial grounds. Mi Amore, Inc. will assess the needs of the Recipient throughout the year and alert the Recipient if services by Mi Amore, Inc. will be terminated.

2.3 Termination of Services. Mi Amore, Inc. reserves the right to terminate Recipient services at any time due to lack of financial need, safety concerns for Mi Amore, Inc. volunteers, or any other reason that they feel is appropriate.

3. RECIPIENT DUTIES

3.1 Food Storage and Handling. The Recipient represents that he or she has adequate refrigeration, storage space, and knowledge about food safety to insure the safety of the food until used. This includes, but is not limited to, storing food inside, off the floor, and in a temperature controlled environment. The Recipient will make Mi Amore, Inc. aware of all food

storage locations regardless of the source of food stored in that location. Furthermore, food received from Mi Amore, Inc. cannot be stored outside of these designated premises including storage in other personal residences or vehicles. Mi Amore, Inc. highly recommends that the Recipient maintain pest control in food storage areas. The Recipient agrees to be responsible for storing and handling all products supplied by Mi Amore, Inc. in accordance with all federal and state food safety laws and ordinances, and any additional initial donor or Distributor stipulations.

3.2 Availability. The Recipient also understands that many food items are in limited supply at Mi Amore, Inc.. All products will be distributed to Recipient on a first come-first serve basis. The amount of any particular product accessible to Recipient will be based on the number of recipients served by the Mi Amore, Inc., and on product availability.

3.3 Use of Items. The Recipient, associates, or any other persons will not sell, barter or offer for sale any donated product supplied by Mi Amore, Inc. in exchange for money, property or services, or otherwise allow the items to re-enter commercial channels. The Recipient agrees that he or she shall use all foods solely for their intended purposes, which fall within the scope of services under which Mi Amore, Inc. established the relationship with the Recipient.

3.4 Recipient Contact Information. The Recipient must provide Mi Amore, Inc. with a contact name and phone number, and notify the Mi Amore, Inc. if there is any change in this information. Mi Amore, Inc. will maintain confidentiality and security of the Recipient's identity and contact information.

4. DISTRIBUTOR RECORDS AND MONITORING

4.1 Food Receipt Records. Mi Amore, Inc. shall maintain adequate annual chronological records of all receipts for food and non-food product distributed to MI AMORE, INC. for a period of seven (7) years after receipt.

4.2 Recipient Inspection. Mi Amore, Inc. grants Recipient the right to inspect these records and the right to alert them of any discrepancy in the quality of food.

5. DISCLAIMER OF WARRANTIES

5.1 Product Disclaimer. The Recipient agrees that it accepts all food from Mi Amore, Inc. "as is."

Further, the Recipient agrees that Mi Amore, Inc.:

- ☐ is released by the Recipient from any and all liabilities resulting from the donated goods,
- ☐ is held harmless from any claims or obligations in regard to the agency of the donated goods,
- ☐ offers no express or implied warranties in relation to the gift of the donated goods.

6. RELEASE OF LIABILITY - INDEMNIFICATION

6.1 Hold Harmless Clause. The Recipient agrees to indemnify and hold harmless Mi Amore, Inc. and the original product donor from all liabilities, damages, losses, claims, causes of action at law or at equity, including reasonable court costs and attorneys' fees, and any obligation whatsoever arising out of or attributed to any action of the Recipient or any personnel utilized by Recipient in connection with storage or use of the donated food.

7. BILL EMERSON "GOOD SAMARITAN FOOD DONATION ACT"

7.1 Limited Liability. The Recipient acknowledges and understands that Mi Amore, Inc. and the original product donor are relying on the "Good Samaritan Food Donation Act" to limit their liability in the distribution of food. The Recipient stipulates that it has read and understands the "Good Samaritan Food Donation Act" (attached) The Recipient further stipulates that it understands and agrees that under the "Good Samaritan Food Donation Act" Mi Amore, Inc. and the original donor cannot be held liable in any civil action resulting from the nature, age, condition or packaging of the food the Recipient receives.

8. BREACH OF AGREEMENT

8.1 Violation of Recipient Agreement. In the event the Recipient violates any terms of this Agreement, Mi Amore, Inc., reserves the right to immediately terminate the Recipient's receipt of services.

(Signature: Recipient)

Date

(Print: Recipient Name)

(Signature: Authorized Representative of Mi Amore, Inc.)

Date

(Print: Authorized Representative of Mi Amore, Inc.)