

Food Donation Agreement Template

Product Donation Agreement

Charitable organizations collecting donated product from any store must comply with the following conditions:

1. A senior member of the charitable organization must sign this Agreement prior to the donation of any products and provide details of persons authorized to collect the donated product in the form attached. Thereafter, the person responsible for collecting the donated product must sign the attached "Leftover Product Donation - Collection Record" each time product is collected. [Business name] will not release donated product to a person who is not on the list of authorized persons provided by the charitable organization.
 - The charity organization must notify the business if there are any changes to their immediate contact or authorized pickup personnel list (including contact phone number and email address).
2. On collection of the donated product, the charitable organization must provide adequate personal photo identification to store personnel i.e. driver's license.
3. The donated product shall only be used by the charitable organization to provide food to those in need and not for any other purpose, including personal consumption by the person collecting the donated product or other employees of the charitable organization.
4. The donated product shall not be re-sold under any circumstances.
5. Product must be collected by the charitable organization at the day and time specified by the store.
 - If the business closes early due to inclement weather or holiday hours, the charity will be notified as soon as possible. If the charity is unable to re-schedule, given to another charity on the wait list or the product will be disposed of.
 - If a charity representative is unable to pickup, they must notify the business with 24-hour notice in order to have the "missed pickup" waived. If a charity missed their pickup without proper notification, it will be considered as "missed pickup". Charities that missed three (3) pickups over a 2-month period will be removed from the program.
 - If a charity would like to cancel their pickups, please provide two (2) weeks' notice to the store operator in written form (e.g. letter or email).
6. The person responsible for handling the donated product shall maintain a high standard of personnel hygiene and cleanliness and shall comply with all health and safety directive given by store personnel while on the store premises.
 - Representatives must wear food safe disposable gloves at all times when handling products.
 - Representatives must wear a head covering (i.e. hair net or hat) and mask
 - The charitable organization must provide the necessary tools for pickup (i.e. Rubber bins with lids, disposable gloves, etc.,).

- The business will provide food grade bags to line the bins to ensure safe food-handling.
7. The charitable organization shall ensure careful handling of the product at all times, taking care during handling, storage, transport and distribution of the product.
 - Products are intended for and to be directly distributed at no cost and within 24 hours of being picked up.
 - Products must be removed in food grade crates/containers with lids (e.g. Rubbermaid bins). Items are not to be removed via any other means (i.e. garbage bags, shopping bags, yard trimming bags). Refer to the Appendix A for examples.
 - Any products that cannot fit in the bins must be disposed of, by the charity into the business' commercial garbage receptacle.
 8. The following products will not be donated by the business for food safety reasons: [insert list of foods unable to donate] on Display Management System (DMS).
 9. The charitable organization must comply with all applicable legislation and the requirements of any government or authority in relation to the donated product.
 10. [Business name] will conduct a program review with each charity organization every 6 months. This is to ensure the needs of both the business and the charity organization are met.
 11. [Business name] reserves the right to cancel the supply of the donated product to the charitable organization at any time, with one (1) week notice.
 12. All risk and liability for the donated product passes to the charitable organization at the time of collection. [Business name] is not liable for any loss, damage or injury caused by or as a result of the donated product and the charitable organization releases [Business name] from such liability. Refer to Appendix B for the Donation of Food Act /Good Samaritan Act.
 13. The charitable organization indemnifies for any loss, damage or injury suffered by [business name], its servants, agents and franchisees/employees/staff in relation to the donated product.
 14. Posting on social media: it is requested that charities do not publicly post that they have received "free product" on their social media channels which are being followed by the general public.

List of persons who will be collecting product from the business:

Charity to complete.

Name	Position	Phone Number	Email

Charity to notify the business if there are any changes of charity representatives or immediate contact.

Day and time product is available for collection:

Business Operator to complete.

Day	Donation days (<input type="checkbox"/> those applicable)	Collection Time e.g. 5pm
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Product Donation Agreement

Charity and business to complete.

I, _____, of _____ (charitable organization) agree to the conditions as outlined above for the donation of products supplied by [Business Name].

Signed	Date:
Position	_____
Organization address	_____

Registered Charity #	_____
Phone number (business)	Mobile:
Email address:	_____

I, _____, of _____ (business name) agree to the conditions as outlined in the above Agreement.

Signed	Date:
Position	_____
Organization address	_____

Business #	_____
Phone number (business)	Mobile:
Email address:	_____

A copy of this document must be kept by the charitable organization and the business.

Donation of Food Act/Good Samaritan Law

- [British Columbia](#)
- [Alberta](#)
- [Saskatchewan](#)
- [Manitoba](#)
- [Ontario](#)
- [New Brunswick](#)
- [Nova Scotia](#)
- [Newfoundland](#)
- [Northwest Territories](#)
- [Yukon](#)