

Food Donation Agreement

This Agreement (this "Agreement") is dated **December 7, 2023** between **Mountain View Whisman School District** ("Donor") and **Reach SV**, a nonprofit organization ("Recipient").

WHEREAS, in connection with its production activities, Donor has and will have leftover foodstuffs and other consumables (the "Goods"). Donor wishes to donate such Goods to Recipient, pursuant to the terms of this Agreement.

1. DONATION; FREE DISTRIBUTION. Donor hereby donates the Goods to the Recipient. Recipient represents and warrants that (i) the Goods will be distributed for free to Recipient's clients, (ii) Recipient is a 501 (c)(3) nonprofit organization that is operating for religious, charitable, or educational purposes and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of Recipient, (iii) Recipient is knowledgeable of the standards to properly recondition donated food or grocery products, and (iv) Recipient is not providing anything of monetary value to Donor in consideration of the Goods.

2. LIMITATION OF LIABILITY. This agreement is covered by the provisions of the California Good Samaritan Food Donation Act, Civil Code 1714.25.

3. INSPECTION. Recipient acknowledges inspection of each donation of Goods, and satisfaction with their condition.

4. RELEASE. Recipient, for itself and its successors, assigns, agents, employees, and representatives, hereby holds harmless, defends and indemnifies the Donor, **Mountain View Whisman School District**, and each of their former, current and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, employees (including without limitation any catering company engaged for the preparation and delivery of the Goods) from each and every claim, cause of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorneys fees and costs, that it has or might have, in any way arising out of or in connection with this Agreement or the Goods except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. The foregoing shall, to the fullest extent of applicable law, be in addition to, and not in replacement or substitution of, any legal protections offered by any "Good Samaritan" or other similar laws in any jurisdiction.

5. WARRANTY DISCLAIMER. Donor hereby expressly disclaims all warranties, written or oral, statutory, express or implied, including any warranty of wholesomeness, merchantability, condition, quality, fitness for use, or suitability of the Goods in any respect whatsoever, including any warranty regarding the absence of any defects therein, whether latent or patent; it being understood and agreed that the Goods are being donated in their current condition as of the date hereof. In connection with Donor's donation of the Goods, Donor shall in no event

be liable for any claim whatsoever by or through Recipient, or any third party, for any issue or problem with the Goods, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages, except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. Donor neither assumes nor authorizes any person to assume on their behalf any liability in connection with the use or reuse of the Goods.

6. SHIPPING OR TRANSPORTING. Recipient shall be responsible for the cost of shipping or transporting the Goods from Donor's designated pick-up site, and Recipient assumes all responsibility for any injury or property damage arising during the shipping or transporting of the Goods.

7. INSURANCE REQUIREMENTS: The Recipient shall maintain the following insurance coverage and furnish a certificate of insurance including endorsements to the Donor.

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Donor, its officers, officials, employees and volunteers are to be named as additional insured by endorsement on the CGL policy. The Recipient's insurance coverage shall be primary. Any insurance or self-insurance maintained by the Donor shall be excess of the Recipient's insurance and shall not contribute with it.

The CGL policy shall be endorsed to waive the right of subrogation against the Donor, its officers, officials, employees and volunteers.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Recipient has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed to waive the right of subrogation against the Donor, its officers, officials, employees and volunteers.

If the Recipient maintains broader coverage and/or higher limits than the minimums shown above, the Donor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Recipient.

8. MISCELLANEOUS. This Agreement and the terms and conditions set forth herein constitute the complete and final agreement between the Donor and Recipient relating to donation of the Goods and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No agreement in any way modifying these terms and conditions will be binding upon the Donor or Recipient unless made in writing and signed by a duly authorized representative of each of Donor and Recipient. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law (including without limitation the Bill Emerson Good Samaritan Food Donation Act). Recipient shall not use Donor's name or any trademark or reference related to such in connection with the donation, use or disposal of the Goods, without express approval.

IN WITNESS WHEREOF, the undersigned have each read the foregoing agreement and agrees with it.

DONOR

RECIPIENT

By: MVWSD Date: 12/07/2023

By: _____ Date: _____

Print Name/Title:

Print Name/Title:

Dr. Rebecca Westover, Chief Business Officer

Organization:

Organization:

Mountain View Whisman School District
