

SB 1383 Food Recovery Agreement

This Agreement is dated _____, 20____ between the Parties to this Agreement,
_____ and, _____.

The Commercial Edible Food Generator, _____ wishes to provide its Edible Food that would otherwise be disposed of, to _____ pursuant to the terms of this Agreement.

Both parties of this agreement understand the role and responsibility they have under California state law Senate Bill 1383. The Commercial Edible Food Generator, _____, identified below, understands that under the law, they must recover the maximum amount of edible food that would otherwise be disposed of for human consumption. The Food Recovery Organization, _____, identified below, agrees to recover this edible food according to the terms of this agreement.

Primary Contact for: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Email address: _____

Primary Contact for: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Email address: _____

Section 1: Common Food Types for Donation

Foods Acceptable and/or Preferred for Food Recovery (i.e., non-perishable, dairy, meats, produce, ect.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Further acceptable foods should be listed as an attachment to this agreement, if applicable.

Conditions for Refusal and Food Not Accepted for Donation

Additionally, both parties shall comply with all local, state, and federal laws and regulations in regards to food safety and handling.

Further details of accepted/unacceptable food, food quality standards, or food safety guidance is attached to this agreement, if applicable.

In the case of refused or unaccepted donations, the Commercial Edible Food Generator and Food Recovery Organization will correctly dispose of the food waste by using a local organic waste recycling program or composting on site.

Section 1.1 Donation Dumping

Commercial Edible Food Generator will not knowingly provide unusable or unsuitable food, force food recovery after capacity has been reached, or intentionally deliver food outside of the specified collection/Food Recovery windows to the Food Recovery Organization (“donation dumping”). Doing so jeopardizes liability and brand protection, and may result in immediate termination of this agreement

Section 2: Transportation and Storage

The Food Recovery Organization and Commercial Edible Food Generator will mutually agree to the donation frequency as needed to remain in compliance with SB 1383 and maximize food donations. Donation schedule will be kept in writing at both establishment’s primary physical location for reference, if needed.

Both establishments will also agree on a transportation method that suits the need of each organization and allows for the maximum of edible food recovered.

A brief summary of donation transportation is described below:

Food storage requirements are listed below:

Further food storage and handling information is attached to this agreement, if applicable.

Both Food Recovery Organization and Commercial Edible Food Generator will maintain compliance with all federal, State, and local regulations for safe food handling and food safety recordkeeping requirements prior to and during transportation, storage, and handling.

When applicable, Commercial Edible Food Generator shall at all times maintain all licenses and permits required by the State of California and any other governmental authorities, including, without limitation, local and municipal governmental authorities, to operate a food establishment. Edible Food Generator will not intentionally spoil food or knowingly donate spoiled food.

Section 3: Documentation and Recordkeeping

SB 1383 requires complete record keeping of all food donations for both the recovery organization and generator. Both parties must maintain records of what is given/received.

Documentation shall be compiled via hard copy or electronically, including reports or data compiled through the use of cloud-based tracking, use of bar or QR codes, or other data collection platforms.

_____, will provide the following information to _____, about the food that was recovered from Commercial Edible Food Generator:

- Contract or written agreement information for food recovery organizations and services
- Schedules for food donation deliveries or collections
- Quantity of food donated in at least pounds per month
- Types of food each food recovery organization and service will receive or collect

OR

Both Commercial Edible Food Generator and Food Recovery Organization agree to keep the following individual records of food recovered from the Commercial Edible Food Generator:

- Contract or written agreement information for food recovery organizations and services
- Schedules for food donation deliveries or collections
- Quantity of food donated in at least pounds per month
- Types of food each food recovery organization and service will receive or collect

Section 4: Terms and Conditions

Section 4.1 Term

Both establishments agree that this agreement will continue until the following date: _____, to be renewed or terminated after this date.

OR

This agreement will automatically renew each year until one party notifies the other in writing that they would like to terminate the agreement.

Section 4.2 Liability

By signing this agreement, both parties have adequate liability insurance or other protections covering all activities and any consequences.

The undersigned hereby agree to the terms of this Agreement:

Print: _____ Signed: _____ Date: _____

Title of Signatory: _____

Food Recovery Organization: _____

Print: _____ Signed: _____ Date: _____

Title of Signatory: _____

Food Donor Organization: _____