DISCLAIMER

The agency must represent that all food which the agency will receive from Roadrunner Food Bank is accepted upon the terms and conditions listed below. The agency also agrees that, prior to distribution to any other person or agency; all such food will be inspected to assure that it is fit for human consumption. If food is found not fit for human consumption, it must be immediately destroyed.

It is further agreed between Roadrunner Food Bank and the agency that:

1. The food is accepted “as is”.

2. Roadrunner Food Bank, Feeding America, and the original donor or supplier of any food delivered hereunder expressly disclaim any warranty of any kind, either expressed or implied, including any warranty of merchantability or of fitness for a particular purpose. The agency receiving food hereunder acknowledges this limited warranty, and further acknowledges that this disclaimer may only be altered in writing by Roadrunner Food Bank.

3. The agency receiving food hereunder agrees to indemnify, defend at the agency’s cost, and hold harmless Roadrunner Food Bank, Feeding America, and the original donor or supplier of any food delivered hereunder from any claims, damages, losses, suits, liabilities, causes of action, whether in law or in equity or any other obligation whatsoever arising in any way out of the delivery, transportation, re-delivery, storage, use or disposal of any item delivered by Roadrunner Food Bank hereunder.

4. The agency warrants that it will not sell, barter, or exchange or offer for sale, any of the said food for anything of service or value.

______________________________
Signature

______________________________
Printed Name & Title