

# Food Recovery Written Agreement

## Simplified Template

SB 1383 regulations require Tier 1 and Tier 2 Commercial Edible Food Generators to hold a written agreement with food recovery organizations and/or services (FRO/FRS) that will accept their surplus edible food donations. This document is a fillable template that can fulfill this requirement.

### Sites covered by the law include:

- Restaurants (>5,000 sq. ft. or 250+ seats)
- Large supermarkets (\$2M+ gross annual sales)
- Grocery stores (>10,000 sq. ft.)
- Food service providers
- Food distributors
- Wholesale food vendors
- Large health care facilities (100+ beds)
- Large hotels (200+ rooms)
- State agency facilities
- Public schools
- Large venues & special events (2,000+ people/day)

For more details about the edible food recovery requirements visit [cityofbrea.gov/recyclebrea](http://cityofbrea.gov/recyclebrea).

For assistance with setting up a surplus food donation program, locating a food recovery partner, or for questions about this form, email [recyclebrea@cityofbrea.gov](mailto:recyclebrea@cityofbrea.gov).

### How should my business or organization use this template?

After reading and signing the acknowledgments below, complete the form on the back side of this document. There are two columns - one for the food donor to fill out, and the other should be completed by the food recovery organization or service (FRO/FRS) that will receive the donated food.

### Acknowledgments and Signatures

- Documentation and Recordkeeping: Donors must keep a copy of this form on-site and maintain monthly records of food donations, in pounds. Donors of surplus food are required to maintain records for three years.
- Food Safety: All food recovery activities will be executed in compliance with all federal, state, and local regulations for safe food handling.
- Donation Dumping: The donor certifies that they will not provide unusable or spoiled food and understands that food recovery organizations or services have the right to decline donations.
- Duration of this Agreement: Both donor and FRO/FRS agree to revisit and renew this agreement on an annual basis. This agreement will expire after \_\_\_\_\_ .  
Date

\_\_\_\_\_  
Food Donor Signatory Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
FRO Signatory Name & Title

\_\_\_\_\_  
Date

# Food Recovery Agreement Template

This table is to be completed by both the Food Donor and Food Recovery Organization in their respective sections.

**Partner Information**

	Food Donor	Food Recovery Organization/Service
<b>Organization Name</b>		
<b>Address</b>		
<b>Primary Contact Name</b> (Title, Phone & Email)		
<b>Hours of Operation</b>		

Indicate below the estimated quantity (in pounds) your organization could donate/recover **per week**. If you cannot donate/recover a certain food type, please write "0". Write in examples of food items that could be offered for donation such as "pre-made sandwiches", "tortilla chips" or "crates of fruit".

**Types and Quantities of Food (per week)**

<b>Non-perishable</b> (Shelf stable packaged food)		
<b>Perishable</b> (E.g. fresh produce, dairy, meat, etc.)		
<b>Prepared</b> (Hot, cold, or frozen prepared food)		
<b>Other</b>		

## Food Recovery Logistics

These questions are to be completed collaboratively:

**How often will food be recovered?**

- As needed/On call
- Daily
- Weekly
- Other: \_\_\_\_\_

**Food will be recovered on the following days and times:**

**Food will be recovered via:**

- On-site pick-ups: the food recovery organization/service will travel to the donor site, pick up the food, and transport it for distribution.
- Centralized donation: the food donor will transport the food to a centralized location for the food recovery organization to pick-up.
- Self-haul: the food donor will transport and deliver the food to the food recovery organization.