THE FREEDGE HOST AGREEMENT

Freedge address: _____

Host Name: _____

Property Owner Name (if not same as Host): _____

Under the present agreement, Left-Lovers LLC establishes a service partnership with the Host organization and assumes responsibility for the community fridge, or "freedge", installed at the address mentioned above.

WHEREAS the Bill Emerson Good Samaritan Food Donation Act was created to encourage food donations to nonprofit organizations by minimizing the liability of interested parties. The law also made it easier to donate apparently wholesome food by limiting donor liability to instances of gross negligence or intentional misconduct;

WHEREAS the California Good Samaritan Food Donation Act allows persons or gleaners to donate food to nonprofit organizations without being liable for any damage or injury as a result of the consumption of the donated food, except in instances of gross negligence or intentional misconduct.

Section 1. The Host

Hosts are individuals or community organizations who are willing create a public hub for food redistribution, in the form of a freedge (community fridge). Under this agreement the host becomes a freedge partner, performing maintenance on the freedge as needed and using their best efforts to comply with the Community Food Safety Protocol, which contains guidance about regularly monitoring and cleaning the Freedge.

Section 2. Community Food Safety Protocol

The Host is responsible for maintaining the freedge and shall establish and follow a Community Food Safety Protocol, containing:

A) Donation Rules
B) Monitoring and Cleaning Procedure

Left-Lovers LLC's assumption of responsibility for the Freedge and its contents is not contingent on the Host's compliance with the Community Food Safety Protocol provisions.

We encourage the host to maintain an information board containing donation rules and host contact (name, phone or e-mail), so that users can communicate any needs, preferences, or concerns. A model of information board is provided here:
https://drive.google.com/file/d/12LVObyudT00759DD4zV-UTrHITPjon2N/view?usp=sharing

Left-Lovers LLC's Community Food Safety Protocol is provided below and can be used as basis for the Community Safety Protocol established by the host:

A. Donation Rules:
    i. Allowed items
        1. Whole fruits and vegetables
        2. Pre-packaged, non-potentially hazardous foods (shelf-stable), including baked goods and dry cereals.
        3. Commercially prepared meals (labeled and pre-packaged).
        4. Home-Cooked Meals (labeled)
            a. All donations of home-cooked meals must be labeled with donation date and description of food item, including list of allergens.
            b. Labels and a pen should always be available at the freedge. Sticky Notes (Post-its) can be used as labels.

B. Monitoring and Cleaning procedure
    a. The monitoring and cleaning procedure will be performed by the Host or a scheduled volunteer.
    b. Monitoring procedure:
        i. Perform regular checks on the community fridge, eliminating items that are no longer suitable for consumption or don't fit donation rules. The volunteer shall make reasonable efforts to determine whether the items are no longer suitable for consumption or don't fit donation rules.
        ii. Recommended monitoring frequency: once a day or as needed.
    c. Cleaning procedure:
        i. Wash the fridge with warm soapy water and rinse it with clean water.
        ii. Recommended cleaning frequency: once a week or as needed.
    d. Temperature control: make sure the temperature inside the Freedge remains at (or below) 41 F. If the Freedge cannot sustain 41 F or has trouble doing so, the host may remove food items from the Freedge and place freedge out of commission until fixed.

Section 3. Maintenance

If the fridge is not holding temperature, has any broken part or needs any kind of maintenance, the host will fix, replace/ or remove the fridge, as needed.

Section 4. Liability Waiver

Left-Lovers LLC shall indemnify, defend and hold harmless the Host and the Property owner (if not same as Host) from liability and against claims, damages, losses and expenses, including but not limited to attorneys' fees, in connection with the Freedge and contents of Freedge, installed at the address mentioned above. Liability protection under this agreement is not dependent or contingent on the Host's compliance with the Safety Protocol or maintenance provisions.

_____ _____

Host Signature Property Owner signature (if not same as host)

_____

Signature of Left-Lovers representant

Name _____

Position _____

Date: