

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)



*Scan the QR code on the left for more detail about the edible food recovery requirements or visit www.stopwaste.org/rules/donate-surplus-food

For assistance with setting up a surplus food donation program, locating a food recovery partner, or for questions about this form, visit www.StopWaste.org/request-help or call 510-891-6575 to request a call back.

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
Organization Name		
Address		
Primary Contact Name (Title, Phone & Email)		
Hours of Operation		

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)

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

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.