



SPCA of Northern Nevada Shelter Feeding Program Agreement

By signing below, you acknowledge and agree the following terms and conditions:

1. You are authorized to sign this agreement on behalf of the recipient organization (Recipient).
2. You certify that the information you have provided to the SPCA of Northern Nevada (SPCA) including your 501c3 IRS determination letter and all supporting documentation is current and correct.
3. You have read and understood the criteria required to join the Shelter Feeding Program, and certify that your group meets each one.
4. You include a list of other shelter/rescue groups that you are distributing to, if applicable.
5. That the donated food (Donation) shall be protected against: dampness, deterioration, mold, contamination by insects/birds/rodents/other animals/chemicals.
6. That spoiled food or otherwise contaminated food shall be properly disposed of, and shall not be served nor given to any other person, group, rescue, shelter, etc.
7. To abide by restrictions or conditions of distribution, if any, communicated by SPCA.
8. That feeding pet food to ruminant animals is strictly prohibited. DO NOT FEED DONATION TO CATTLE, SHEEP, GOAT, DEER OR OTHER RUMINANTS.
9. You shall not sell, transfer, trade or barter any Donation or portion thereof in exchange for money, property or services or otherwise allow the items to enter commercial channels.
10. That SPCA may list Recipient as a participant in its publications, website or other informational materials, but will not sell or disclose personal information for any commercial purpose.
11. Recipient grants to SPCA the following: 1) the right to include on its website a link to your organization's website; 2) the right to use any image(s) that you submit to SPCA or that may be recorded by SPCA during or in connection with events that involve both organizations.
12. Permit monitoring by an SPCA representative, including a site visit if requested, to the extent reasonable and necessary to verify compliance with criteria, receipt, handling, distribution, and use of Donation conform to this Agreement.

13. By signing this Agreement, I am indicating that I fully understand and am aware of the risks involved, without limitation, with picking up, loading, receiving and using Donation, and that after consideration of those risks I assume the risks and wish to participate in these and all related Donation activities without imposing any risk of liability on SPCA.

Release and Indemnity Agreement

- **RELEASE AND WAIVER OF LIABILITY: BEING FULLY INFORMED AND AWARE OF THE RISKS AND IN CONSIDERATION OF SPCA ALLOWING MY PARTICIPATION IN THESE AND RELATED DONATION ACTIVITIES, UNDER THE TERMS SET FORTH HEREIN, I, FOR MYSELF AND ON BEHALF OF MY GROUP AND/OR LEGAL WARD, HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO AGREE TO HEREBY RELEASE SPCA, ITS AGENTS, EMPLOYEES, PERSONNEL, OFFICERS/DIRECTORS, PREMISES OWNERS, AND INSURERS FROM ANY AND ALL LIABILITY DUE TO SPCA'S ACTIVITIES AND/OR NEGLIGENCE. AND I DO FURTHER AGREE THAT EXCEPT IN THE EVENT OF SPCA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I SHALL BRING NO CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND/OR LITIGATION, AGAINST SPCA AND/OR ITS ASSOCIATES AS STATED ABOVE IN THIS CLAUSE, FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, SUSTAINED BY ME AND/OR MY GROUP IN RELATION TO THE PREMISES, SERVICES AND OPERATIONS OF SPCA AND/OR RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION, ANY HANDLING, USE OR RECEIPT OF DONATION.**
- This Agreement is governed by and shall be construed in accordance with the terms of the State of Nevada without regard to any rules governing conflicts of laws. The parties agree to submit to the jurisdiction of the County of Washoe, State of Nevada courts for all purposes relating to the terms and conditions herein. If any clause, phrase, or word is in conflict with state law, then that single part shall be severed and the remaining agreement shall be interpreted according to the parties' intent as stated herein.

Shelter/Rescue Authorized Representative Signature

Date

Shelter/Rescue Authorized Representative Printed Name

Shelter/Rescue Authorized Representative Title

Full Address: City, State, Zip

Primary Phone Number

List of other shelter/rescue groups this Donation is being distributed to:

Shelter/Location:

Contact Person/Phone or Email:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.