

Harvest Manitoba Disclaimer of Warranty and Indemnity Food Banks | 2023



1. _____ (Food Bank name, hereinafter “The FDA”, The Food Distribution Agency) acknowledges that Harvest Manitoba Inc. (hereinafter “Harvest”) is a non-profit organization collecting and distributing donated food and other items (hereinafter “Goods”).
2. The FDA has entered into an agreement with Harvest in order to receive a supply of Goods. THEREFORE, because Harvest supplies Goods to the FDA (the when and if available as determined by Harvest) the FDA hereby acknowledges and agrees to the following:
 - a) Any Goods received from Harvest are accepted by the FDA in “as is” condition. Harvest makes no warranty, either expressed or implied, as to the quality, condition, or fitness of the Goods for the purposes of the FDA.
 - b) Harvest makes no representation as to the quality of the Goods and the FDA will rely entirely on its own inspection of the Goods as to their suitability and fitness.
 - c) To waive any claim or right of action it may have for any damages or injury suffered by any third party consumption of any Goods supplied to the FDA by Harvest.
 - d) To indemnify and hold harmless Harvest from and against all claims and actions that may be made against Harvest and against all costs, damages, expenses and liabilities which may be sustained or incurred by Harvest by reason of the supply of Goods to the FDA.
3. The FDA must not sell, trade, barter or fundraise using Goods received from Harvest in exchange for money or any other goods and/or services including volunteer time.
4. The FDA must complete reports as requested by Harvest.
5. The FDA is responsible to inform Harvest of any changes to contact information, location, delivery or use of Goods.
6. The FDA operating as a Food Bank must:
 - a) Agree to have a Harvest staff member make a pre-arranged site visit as requested by Harvest.
 - b) Submit the Kit Count Sheet and Client List to the Harvest Agency Department three (3) days prior to their next food bank date.
 - c) Inform Harvest of changes to their delivery/pick-up calendar 40 days before the requested change.
 - d) Adhere to the current food bank distribution guidelines found in the Food Bank Handbook of Harvest.

Dated at Winnipeg, Manitoba _____(day/month/year)

Signed _____ (Executive Director of FDA)

Signed _____ (FDA Lead
Coordinator)

Complete and return to Jamie Antonowich by e-mail (jantonowich@harvestmanitoba.ca), fax
(204.775.4180), mail (1085 Winnipeg Ave., Wpg., MB, R3E 0S2) or in person.

LAST UPDATE: 4/20/2023

Harvest Manitoba Code of Ethics and Conduct Food Banks | 2023



Please read and consider the following as you agree to participate as a Harvest Manitoba Inc. (hereafter “Harvest”) Food Distribution Agency (hereafter “FDA”). As an FDA, it is necessary that you understand and agree to support Harvest’s root beliefs, both philosophically and in practice.

_____ agrees to the following:
(FDA Name)

To conduct their operations in accordance with the Food Banks Canada Code of Ethics (www.foodbanksCanada.ca/Our-Work/Ethical-Foodbanking-Code.aspx) as well as the Harvest Food Bank Handbook (available from the Harvest Agency Office):

1. We will strive to maintain a friendly, welcoming and safe environment for FDA clients and team members. Discrimination, harassment and violence will not be tolerated.
2. We will provide food and other items received from Harvest (hereafter “Goods”) to those needing help regardless of race, national or ethnic origin, citizenship, colour, religion, sex (including pregnancy and breast feeding), sexual orientation, gender identity or expression, income source, age or mental or physical ability.
3. We will treat all those who access services with the utmost dignity and respect.
4. We will respect the privacy of those served, maintaining confidentiality of personal information.
5. We will show our respect for the food donors and clients by maintaining the highest possible standards for food storage and handling.
6. We will not require any form of means testing or participation in faith-based activities as a condition of receiving Goods.
7. We will offer all Goods received from Harvest to our food bank clients, including Sharing Surplus Goods.
8. We will respect commercial food donors to Harvest by contacting Harvest’s Agency Manager before the FDA solicits food for itself (Winnipeg Food Banks only).
9. We will notify Harvest of any change in charitable status, contact information or coordinator changes.

Dated at Winnipeg, Manitoba _____(day/month/year)

Signed _____ (Executive Director of FDA)

Signed _____ (FDA Lead Coordinator)

Complete and return to Jamie Antonowich by e-mail (jantonowich@harvestmanitoba.ca), fax (204.775.4180),
mail (1085 Winnipeg Ave., Wpg., MB, R3E 0S2) or in person.