

SETTING UP AN ACCOUNT FOR YOUR ORGANIZATION

Thank you for wanting to donate food in your community using FoodRescue.ca! We appreciate your efforts in making sure edible food does not get thrown away.

When you click **JOIN NOW** you will be asked to register as a **key contact** for this account. This is very similar to signing up for any online service. You'll need to:

- ▶ Provide the name of the business (as you would want it to appear to others)
- ▶ Make a password for yourself
- ▶ Respond to an activation email and **LOGIN**



COMPLETING THE APPLICATION

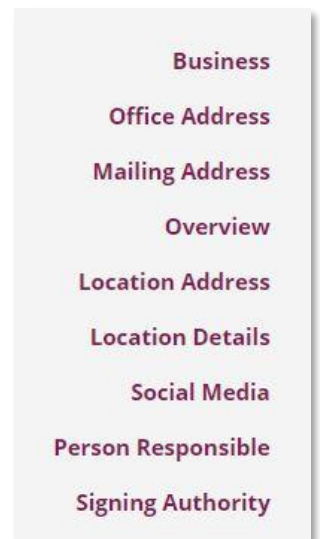
The application to access this free system is a one-time process that's extremely important. We need to ask a series of questions to get to know your organization and learn about the types of food you're able to donate.

- ▶ Each section is saved, so you can log out and complete the application at another time
- ▶ The application must be completed online
- ▶ You can move to the various pages of the application to make adjustments by clicking on the side menu.

The application is in 2 parts:

1. General information to help the system function for your needs
2. Terms and Conditions (*requires a Signing Authority for your business*)

On page 4 of this guide, we have provided a *checklist* to help you gather information in advance.



OVERVIEW SECTION

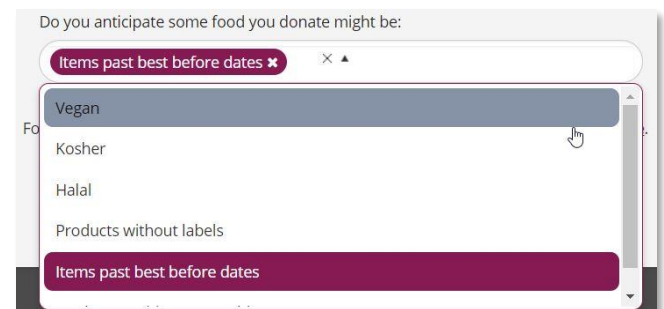
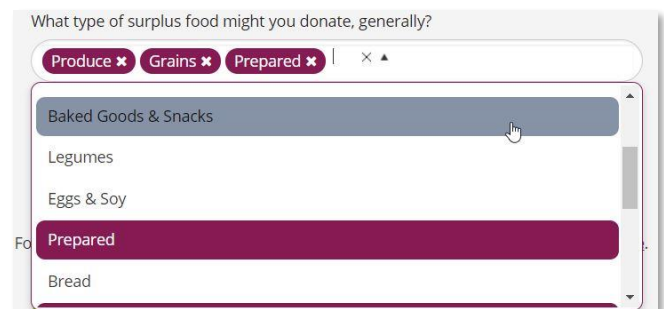
We would like to learn the **food categories** you **may** donate. This is not a commitment to do so, only an overview for our knowledge about your business.

- ▶ *We have 15 categories to help us identify foods requiring cold transport and storage. This also helps recipient organizations decide if they can utilize a donation.*


We'd also like to know any **food specialties** you may donate, such as vegan, kosher, or halal items, or products that are past best before dates, without labels or meet student nutrition guidelines.

- ▶ *Please refer to our **Food Donation and Consumption Timetable** and our **Student Nutrition Guidelines** which can be found on FoodRescue.ca.*

These parameters can be changed or added later, once your application has been completed.




LOCATION ADDRESS

We've assumed that the main office address is the same location that will donate food. If you need to change this address, please click the button to turn it on  and fill in a **location address**.

More facilities can be added after your application is completed.

Where will food donations happen?

You will have an opportunity to tell us more about all your locations once your application is approved. For now, we just need to know about one location.

Will food donations occur from a different location than the main office address? 


LOCATION DETAILS

We care a lot about food safety. People that receive rescued food want to know we've made every effort to ensure donated food is safe to eat. So we ask for the date of your last **public health inspection**.

▶ *If your facility has not been inspected in the last 18 months, please turn on the button and tell use why.*

Location Details

Health Inspection Date

If this location has not been health inspected in the last 18 months, please turn this button on. 

Day: Month: Year:


We also want to understand what type of **fridge** or **freezer** units are at this location.


What type of fridge is at this location?

What type of freezer is at this location?

Select
 No Freezer
 Residential
Industrial
 Walk-in

We ask if you have an **onsite kitchen**, so we understand if food is prepared at this location.

Is there an onsite kitchen used to prepare donated food? 

Do you anticipate this location might make regular recurring donations? 

To learn if you may have ongoing surplus food, we ask if you might make **recurring donations**.

▶ *This is not a commitment to make regular donations. You can decide that later, when you want to donate food. We just want to learn if you have sporadic excess or ongoing surplus.*

SOCIAL MEDIA

We would love to connect with you through **social media channels**. This is not mandatory, however if you can share your handles and urls, that would be terrific!



PERSON RESPONSIBLE FOR THIS LOCATION

We need to know who would be **responsible for donating food** from this location. If it is not the key contact, (who’s filling in this application), turn the button on and assign someone else by filling in their name and email address.

- ▶ *If you assign someone else, we’ll send them an email invitation to register, after your application is complete.*

Different people can be assigned or added to donate from this location, once your application has been completed.

Who’s responsible for food at this location?

Location Name

Is there someone you would like to assign to this location other than you?

First Name

Last Name

Their Email

We will invite this person to register as a user on this account, once the application has been approved.

SIGNING AUTHORITY

In order to complete the application, someone with Signing Authority for your organization needs to review and agree to our **Terms and Conditions for FoodRescue.ca Food Donors**.

If you having Signing Authority, you can proceed or if you need to invite someone else, turn the button on and fill in their name and email.

- ▶ *We’ll send the Signing Authority an email request to log in to complete the application.*
- ▶ *We highly recommend that the **Terms and Conditions** be reviewed in advance of this step. You can find the Terms and Conditions at the end of this guide.*

Do you wish to invite someone else to be Signing Authority?

To complete this application, we will invite your signing authority to join this account.

First Name

Last Name

Their email

We will send an email to the above address along with instructions.

OVERVIEW INFORMATION

Main office address

Mailing address

Food categories that may be donated

Food specialties that may be donated

Type of programs

Type of people served

LOCATION DETAILS (can add more later)

Facility Address

Public Health Inspection Date

Type of Fridge

Type of Freezer

On-site kitchen

Anticipate making recurring donations

PERSON RESPONSIBLE FOR THIS LOCATION

First and last name

Email address

SOCIAL MEDIA (optional)

Twitter handle

@

Facebook identity

www.facebook.com/

Linkedin profile

www.linkedin.com/

Instagram

www.instagram.com/

SIGNING AUTHORITY

First and last name

Email address

TERMS & CONDITIONS

Have been reviewed in advance by Signing Authority to confirm understanding.

THANK YOU!

*We appreciate your time and effort in completing the application **ONLINE**. The information you provide helps us to make the most of your food rescues!*

Terms and Conditions for FoodRescue.ca Food Donors

As an approved food donor member of FoodRescue.ca, you will be granted access to certain services offered on FoodRescue.ca (including being connected with certain Canadian charitable and not-for-profit social service organizations that rescue food). Becoming a food donor member of FoodRescue.ca is open to any food business that would have surplus food to donate using the platform on FoodRescue.ca.

On behalf of my organization, I agree that:

1.1. DONATION OF FOOD ACT

We understand that subject to Ontario's *Donation of Food Act, 1994* (SO 1994, c 19) (the "Act"), there is no liability for donated food in the province of Ontario if certain criteria are met. A copy of the Act is available at <https://www.ontario.ca/laws/statute/94d19>. We acknowledge that we have read and understood the Donation of Food Act, 1994

1.2. INDEMNITY

We will waive any claim which may seek to hold Second Harvest, FoodRescue.ca, or any recipient organization, as well as any of their respective officers, directors, employees, contractors, staff and/or representatives, liable for any damages arising from any activities connected, or related, to food donations or food rescues.

1.3. SERVICE LEVEL

We acknowledge that Second Harvest and FoodRescue.ca cannot and do not represent, warrant or guarantee any level of service, nor quality, quantity, or frequency of product offered through this website or as part of the food rescue program.

1.4. DONATION OF RAW MEAT & FISH

We will not donate fresh, or frozen, raw (uncooked) meat or fish directly to individuals for consumption. Any protein of this nature will be frozen and donated to recipient organizations that have appropriate preparation facilities.

1.5. ACCOUNTABILITY

We will ensure donated food is made available at the appointed time we specify on this website, or we will cancel the donation at least four (4) hours in advance of the appointed time.

1.6. DATA COLLECTION

We permit Second Harvest and FoodRescue.ca to collect, use and disclose, in accordance with its Privacy Policy - which is available at <https://www.foodrescue.ca/docs/privacy-policy.pdf> the data collected from our donations and details about our organization for the purposes of tabulating and measuring the impact of our food rescue.

1.7. DATA SHARING

Each recipient organization of our donated food will have access to single food donation data and aggregated data collected on the FoodRescue.ca's website, so the recipient organization can share the results of their use of FoodRescue.ca.

1.8. DATA MEASUREMENT

Any data collected from our use of FoodRescue.ca may continue to be tabulated and measured, even if our organization ceases to be associated with this food rescue program and this agreement is terminated.

Terms and Conditions for FoodRescue.ca Food Donors *(continued)***1.9. CONSENT TO PUBLISH**

One of the benefits of using FoodRescue.ca is the mutual good news stories that can be shared by both food donors and recipient members of FoodRescue.ca. We waive the need for written consent, allowing a recipient organization, parent organization, FoodRescue.ca and Second Harvest to publicize, in a positive manner, our relationship engaged through FoodRescue.ca. This may incorporate celebratory details, such as the types of food donated or the types of people or programs receiving rescued food, and that this information may be shared in social and other public media communications, such as Twitter, Facebook, websites, newsletters, reports, promotional materials, etc.

1.10. GRAPHICS USE

As a professional courtesy, and being respectful of the food donor and recipient relationships built through using FoodRescue.ca, either party will obtain written consent, prior to displaying a graphic logo or other trademarked designs in public or media communications, on a website, in print material or any other medium. This includes uses by our organization, a recipient organization, associated parent organization, FoodRescue.ca, or Second Harvest. We agree to indemnify and hold harmless another party from any or all losses, damages or expenses incurred or suffered as a result of unauthorized use of the other party's logo or other trademarked designs.

1.11. RECOGNITION

FoodRescue.ca or Second Harvest may list our organization's name(s) or logo(s) as a food donor member on FoodRescue.ca or in any Second Harvest promotional/informational material. We also recognize that any mention of our organization name(s) or logo(s) may take a reasonable time to be removed from any online or print material.

1.12. TERMS OF USE & PRIVACY POLICY

Our use of FoodRescue.ca is subject to the Website Terms of Use for FoodRescue.ca, which are available at <https://www.foodrescue.ca/terms-of-use.pdf>, and the Website Privacy Policy for FoodRescue.ca, which is available at <https://www.foodrescue.ca/docs/privacy-policy.pdf>.

1.13. WITHDRAWAL

Second Harvest may request that my organization withdraw as a food donor member of FoodRescue.ca if the food rescue program ceases to operate or my organization (i) violates these terms and conditions; (ii) is deemed, in Second Harvest's sole discretion, to no longer be able to comply with these terms and conditions, (iii) acts, or fails to act, in a manner that, in Second Harvest's opinion, negatively impacts on Second Harvest, FoodRescue.ca, a recipient organization(s), or another food donor(s), or Second Harvest's relationship(s) with other food donors and recipient organizations, or Second Harvest's food rescue program. Upon any such request to withdraw, my organization will promptly do so. In addition, either party may terminate this agreement without cause upon at least ten (10) days' prior written notice to the other party.

1.14. COMPLETE AGREEMENT

This agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter concerning FoodRescue.ca, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

Terms and Conditions for FoodRescue.ca Food Donors *(continued)***1.15. WAIVERS**

No waiver of any part of this agreement will be deemed to be a waiver of any other provision in this agreement. No term of this agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this agreement may be waived except in a writing signed by the party waiving enforcement.

1.16. AMENDMENTS

This agreement may be changed only by a written document signed by authorized representatives of each of the parties. Should any section of this agreement be held to be invalid by a court of competent jurisdiction, then that section will be enforced to the extent permissible, and all other sections will remain in effect and are enforceable by the parties.

1.17. ASSIGNMENTS

We may not transfer any of our rights or obligations under this agreement, either in whole or in part, without the prior written consent of Second Harvest. Should Second Harvest consent to any such assignment, such consent may be subject to such terms and conditions as Second Harvest may require. No assignment shall relieve us from our obligations under this agreement. Second Harvest may, in whole or in part, assign this agreement.

1.18. RELATIONSHIPS

This agreement does not establish any relationship of partnership joint venture, employment, franchise or agency between our organization and Second Harvest, FoodRescue.ca, or any of the food donors from whom we rescue food. No party will have the power to incur any obligations that are not expressed in this agreement.

1.19. INTERPRETATION

Unless the parties agree otherwise in writing, this agreement has been drawn up in English at the request of the parties. No provision of this agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. This agreement is for the benefit of, and binding upon the parties, their successors and permitted assigns. The headings used in these terms and conditions are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the sections.

1.20. CHOICE OF LAW

This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada. We agree that any legal proceedings will take place in courts located in Toronto

1.21. SURVIVABILITY

Sections 1.1, 1.2, 1.3, 1.6 to 1.21 will survive any termination of this agreement.