

**Foodlink Kitchen
Kids Cafe Agreement**

This Agreement ("Agreement") constitutes an agreement between Foodlink Kitchen ("Foodlink Kitchen") and _____ ("Operating Agency"), regarding the implementation of Kids Cafe meal service.

WHEREAS Foodlink Kitchen and _____ wish to enter into a vendor agreement concerning the preparation and delivery of meals, to provide meals to disadvantaged children in a safe, accessible and convenient environment, the parties hereby agree as follows:

A) Operating Agency's Responsibilities: The Operating Agency hereby undertakes the following responsibilities and duties, and agrees to:

1. Serve free meals and snacks to needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private school program for the mentally or physically disabled).
2. Serve meals that meet minimum meal pattern requirements set forth by the Child and Adult Care Food Program (CACFP).
3. Report to the Foodlink Kitchen any changes in the number of meals required as attendance fluctuates.
4. Maintain all licenses, permits, and code approvals required by local, state, or federal entities.
5. Attend all training sessions required by Foodlink.
6. Make reasonable effort to teach participating children about nutrition, hygiene and table etiquette.
7. Track and record attendance and the number of meals and snacks served in the Kids Cafe program. Submit weekly reports to Foodlink Friday after meal service.
8. At least one (1) Certified Food Safety Handler must be on premise for the duration of food service.
9. Take responsibility for covering, labeling, dating and refrigerating all left over food at your site when applicable.
10. Give us 48 hours notice of closing
11. Post all signage as provided or requested by Foodlink to support and advertise the Kids Cafe Program.
12. Serve meals to all attending children regardless of child's race, color, national origin, gender, age, or disability.
13. Submit a \$34 deposit for serving utensils. The deposit will be returned at the close of the program given all items are returned and in good working condition.
14. My Kids Cafe site, _____, will serve SNACK at _____ - _____ p.m. (M T W H F) and/or DINNER at _____ - _____ p.m. (M T W H F). (Please fill in your meal service time(s))

Any site in violation of the above-named rules may be placed on probationary status. Foodlink reserves the right to discontinue food service at any site if above-named responsibilities are not adhered.

B) Foodlink Kitchen's Responsibilities: The Foodlink Kitchen hereby undertakes the following responsibilities and duties, and agrees to:

1. Fulfill child pattern meal requirements using a variety of nutritious foods as identified by CACFP.
2. Provide nutrition education, advice and support to the Kids Cafe sites
3. Provide technical support and assistance to the Kids Cafe site, including monitoring and helping to seek community support.
4. Provide all available paper products needed for serving.
5. Take and record food temperatures before leaving the kitchen facility.
6. Deliver food at _____ and pick food up at _____.
7. Give 48-hour advance notice to the Operating Agency before making any menu change. This change may only be made to improve the menu.
8. Paperwork coordination and submission for grants and CACFP programs when applicable.

C) **Term of Agreement:** This Agreement will begin on _____, and continue until _____ at which time the Agreement may be terminated or renewed for additional time.

D) **Failure to Operate:** If for any reason the Operating Agency fails to operate, or to provide services described in this Agreement, the Operating Agency must notify Foodlink Kitchen in writing for review.

E) **Use of Foodlink Kitchen Equipment:** All equipment supplied by Foodlink Kitchen is expected to be returned in the same condition, as it was when it was lent to the Operating Agency. Any and all damages done to the equipment will result in the Operating Agency accepting responsibility for the cost of the damages. Equipment is to be returned to the Foodlink Kitchen when the agreement expires.

F) **Entire Agreement:** This Agreement constitutes the entire Agreement between Foodlink Kitchen and the Operating Agency for the purposes of preparation and delivery of meals, and supercedes any other agreements between the parties. Amendment of this Agreement is not effective unless a written agreement is entered into superceding any or all of the provisions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Dated: _____

Foodlink Kitchen

By: _____
Executive Director

Dated: _____

Operating Agency

By: _____
Operating Agency Representative