

YUMA COMMUNITY FOOD BANK
REFRIGERATOR/FREEZER CONTAINER
MEMORANDUM OF UNDERSTANDING

The **YUMA COMMUNITY FOOD BANK**, 2404 East 24th Street, Yuma, Arizona, 85365, an Arizona nonprofit corporation (“Food Bank”), agrees to make the refrigerator/freezer Container available to your agency as provided in this memorandum of understanding (MOU).

The City of San Luis, P.O. Box 1170, San Luis, Arizona 85349, having its administrative offices at City Hall, 1090 East Union Street, San Luis, Arizona, an Arizona municipal corporation (“Agency”), partner agency, agrees to:

- (1) Use the refrigerator/freezer container primarily to store refrigerated and frozen food from the YUMA COMMUNITY FOOD BANK.
- (2) The Agency will use the Container only at the location identified below.
- (3) The term of this MOU shall commence when the Container is delivered to the Agency and will continue at will. The Food Bank is not making the Container available to the Agency for a specified period of time and may terminate this MOU at any time, with or without cause, upon notice to the Agency
- (4) If this MOU is terminated, the Container will be moved at Food Bank expense, with the Agency allowing access on to their property to remove the Container.
- (5) The Food Bank is making the Container available to the Agency on a rent-free basis, and the expectation is that the Agency will maintain the Container in good repair working order and condition during the term of this MOU.
- (6) The Food Bank will, at its sole cost and expense, do scheduled preventative maintenance. The Agency will not alter or modify the Container without written permission from the Food Bank.
- (7) The Agency shall use the Container to store refrigerated/frozen food exclusively for the program, project and/or service approved by the Food Bank in its Agency application. The Agency may not permit anyone else to use all or any part of the Container.
- (8) The Food Bank retains title to and ownership of the Container.
- (9) The Agency acknowledges that the Food Bank is making the Container available to the Agency “AS IS ” in working order at the time of delivery. THE FOOD BANK SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except those covered under the manufacturer warranties. The Food Bank will not be liable to the Agency for any loss, claim liability cost damage, or expense of any kind caused, directly or indirectly, by the Container or by any inadequacy of the Container, or due to any Container defect or the use or maintenance of the Container, or any repairs, servicing or adjustments to the Container, or any interruption or loss of service or use of the Container. To the fullest extent permitted by law, the Agency waives any and all claims and remedies it may have under Arizona law, including the Arizona Uniform Commercial Code relating to the MOU of the Container and the Food Bank’s making the Container available to the Agency.

- (10) The Agency shall bear all risk of loss or damage to the Container (\$30,500) with normal wear and tear accepted. It is strongly recommended that the Agency obtain and maintain during the term of the MOU insurance against loss or damage to the Container.
- (11) The Agency shall indemnify the Food Bank and hold the Food Bank, its agents, successors, and assigns harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities arising out of or relating to the possession, maintenance, use or leasing of the Container including, without limitation, any claim or demand based on any strict or absolute liability in tort. The Agency shall reimburse the Food Bank on demand all costs and expenses incurred by the Food Bank in connection with any of the foregoing.
- (12) Locate the refrigerator/freezer Container at:

790 East Cesar Chavez Boulevard – northeast of the San Luis Senior Center

Address

San Luis, Arizona

City

The Food Bank will reserve the right to reclaim the refrigerator/freezer container for failure to comply with these terms.

Signed – Agency Interim City Manager

Print Name

City of San Luis, Arizona

Agency Name

Date

Food Bank ID #

Signed – Food Bank CEO

Date

For Food Bank Office Use Only

Date Agreement Received _____

Pick Up Date _____

Food Bank Approval Signature _____

Date of Approval _____

Unit Number _____ Asset Number _____

Serial Number CGLU2021331