

**GLEANING PROGRAM DONOR
APPLICATION AND AGREEMENT**

SLS SAMPLE DOCUMENT 07/09/17

Owner Name _____	Phone _____
Address _____	City, State _____
Alternate Contact _____	Phone _____

Please list trees or plants that can be gleaned: _____

Please list any equipment you do not want on your property: _____

Are there pets in the yard? Yes No Will they be secured when gleaners come? Yes No

Do you know of any potentially dangerous conditions on the property? (e.g., pools, overhead wires, tools and equipment, holes in the yard, toxic materials, animal nests, insect hives)? _____

Have chemical pesticides or herbicides been applied to the relevant trees or plants in the last six months?
 Yes No If yes, please list: _____

Do you know of any reason that any of your produce would not be fit for consumption? _____

Property/Access Information

Access considerations (e.g., guard dogs, alarm systems, etc.): _____ _____
Any restrictions on gleaning volunteers for your property: _____
Time period covered by this application: _____
Availability during time period above: _____
Would you like to be contacted [two days] prior to the gleaning event? <input type="checkbox"/> Yes <input type="checkbox"/> No
Can gleaning take place when you are not at home? <input type="checkbox"/> Yes <input type="checkbox"/> No
If not, and the owner is not be home, is there a neighbor we should contact? If yes, provide info: _____

Driving /Other Directions: _____

Client Volunteer or Employee who spoke with you: _____ **Date:** _____

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

[] ("Client") is a nonprofit organization working to allow youth and adults to rediscover and participate in a food system that promotes healthy living, nurtures the environment and brings people together to share the pleasures of living life in harmony with nature. The gleaning program (the "Program") is a charitable community food-gleaning program run by Client to advance this mission by identifying donors and volunteers, organizing gleaning events, and making arrangements for distribution of the gleaned produce. I, the Donor, wish to donate produce through the Program. To that end, I agree that:

1. Ownership or Authorization. I am either (a) the legal owner of the produce to be gleaned and the land on which it is located or (b) authorized to allow the produce to be taken from the land. I understand that wherever the terms "I," "me," and "my" are used below in this agreement, they refer to the actual owner.

2. Permission to Enter. I grant to Client and the gleaning volunteers permission to enter the property and to glean any items specified on the Donor Application during the time period specified in the Donor Application, subject to any constraints I identified on the Donor Application. I may choose at any time to revoke this permission and not participate by giving notice to Client at any time prior to my property being gleaned.

3. Intended Uses. I understand that the purpose of the Program is to provide healthy, locally-grown food to people who usually do not have access to healthy food. I will receive no money or other consideration for my produce. I understand that, in furtherance of these goals, the produce gleaned through this program will be distributed through a local food bank or through other means to those in need.

4. Volunteers Not Employees. I acknowledge that the volunteers for the Program are not employees of Client. I understand that Client does not pay volunteers or provide them with benefits or insurance and that it is not responsible for their actions.

5. Dangerous Conditions. I will notify Client of any dangerous conditions on my property, including any pets or wild animals known to live on my property. If dangerous conditions arise after I have provided to Client the Donor Application and Agreement, I will contact Client.

6. No Guarantee. I understand that Client cannot guarantee that my produce will be gleaned. I waive and release Client from all liability for any damages or costs that may arise because Client does not schedule a gleaning event for my produce, cancels a scheduled gleaning event, or is unable to complete a gleaning event.

7. Publicity Authorization (optional). I consent to the unrestricted use in any form of any photographs, interviews, videotapes, film, other visual or auditory recordings, in any other medium, including the Internet, of me on my property that Client or others may create in connection with my participation in Client's activities. I waive any right to inspect or approve the finished product. I am not entitled to any compensation for creation or use of the finished product. **INITIAL IF OK:** _____

8. Receipt. I understand that Client will provide me a receipt for my donation, but I am responsible for estimating the value of the produce gleaned from my property for tax purposes.

9. Severability. If any provision in this agreement is held invalid or unenforceable, the other provisions shall remain enforceable, and the invalid or unenforceable provision shall be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

DONOR'S NAME (PRINT)

DONOR'S SIGNATURE

DATE

THANK YOU FOR DONATING THROUGH CLIENT!