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409 N Liberty (816-254-9566) INDEPENDENCE MISSOURI, 64050

**AGREEMENT**  
Between  
**Independence Meals on Wheels, Inc.**  
And

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**Recipient**

The Parties agree as follows:

**I. Independence Meals on Wheels, Inc.**

Independence Meals on Wheels agrees to provide the following:

**Section I. Delivery of Meals**

- a. Deliver meals to recipient's place of residence using volunteer drivers.
- b. Meals will be delivered between 10:30 a.m. and noon.
- c. Meal delivery is provided Monday through Friday, excluding some Holidays.
- d. Drivers are required to see each Recipient. When no response is received, a caregiver or emergency response will be made.

**Section II. Special Diets**

- a. Upon notification, special diets will be provided. (Telephone No. 254-9566)

**Section III. Inclement Weather**

- a. Deliveries are not made when bad weather conditions create hazardous driving conditions. Cancellations are announced on local TV-4 News.
- b. Deliveries may not be made if road or sidewalk conditions are such that place volunteer drivers at risk.
- c. Deliveries are not made when the Independence Schools are closed due to bad weather conditions.

**Section IV. Cost and Payments**

- a. The cost per noon meal delivered is \$4.75.
- b. The cost per added entrée only delivered with noon meal is \$3.50.
- c. Volunteer Drivers will collect payments on Friday of each week. (Cash or Check only)

## Section V. Service Initiation

- a. Begin service on requested start date, or within one week of signed agreement.

## **II. Recipient**

Recipient agrees as follows:

### Section I. Cancellations

- a. Notify the Independence Meals on Wheels, Inc. office by noon the day prior to a cancellation. (Telephone No. 254-9566)
- b. Agree to pay for meal when notification of cancellation was not made.
- c. Payments left with MOW after cancellation will be considered a donation if not requested within 90 days of discontinued service.

### Section II. Receiving Meals

- a. Be available to receive the meal unless prior arrangements have been made.
- b. Provide a safe passage for the delivery.
- c. Notify the Office of delivery instructions, such as leaving a cooler at the door to place the meal in. (Telephone No. 254-9566)

### Section III. Indemnification

- a. Save Meals on Wheels, Inc. harmless for food spoilage due to delay in eating the meal or left unrefrigerated.

### Section IV. Payments

- a. Have payments ready for the driver to pick up on Friday,
- b. Make checks payable to Independence Meals on Wheels, Inc.
- c. Payments may be mailed to Independence Meals on Wheels, Inc. at 409 N. Liberty, Independence, MO 64050.

### Section V. Animals

- a. For safety of the drivers, please see that all animals are restrained at the time of meal deliveries.

### Section VI. Photo Release

- a. Voluntarily give MOW permission to use a photo or video of recipient ("Photo") to promote programs. Give permission with express understanding that recipient will not receive any payment or other consideration for MOW to use any Photo and that MOW agrees not to use any Photo for commercial purposes.
- b. This Photo Release covers any and all MOW publications, including print or web-based publications.
- c. Authorize MOW to copy, edit, enhance, crop or otherwise alter any Photo for use in their publications. Waive any rights for approval or inspection of any Photos.
- d. All Photos are the property of MOW and will not be returned to the recipient.
- e. Agree to release and forever discharge MOW and its affiliates, successors and assigns, officers, employees, volunteers, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands,

damages, causes of action of any nature or kind, known or unknown, which I, and anyone claiming on behalf of me, may have or claim to have against MOW in connection with this Photo Release.

(Note: The recipient may opt-out of this Photo Release. Please ask the Program Manager for the Photo Release Opt-Out form.)

Signatures:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Recipient or Caregiver

\_\_\_\_\_ Date: \_\_\_\_\_  
Program Manager  
Independence Meals on Wheels, Inc.