



U.S Food Form 740a.1  
Key Drop Release and Hold Harmless Waiver (not Georgia)  
For Questions on this document contact U.S. Foods Legal Department

**KEY DROP RELEASE AND HOLD HARMLESS WAIVER**

WHEREAS, The City of North Richland Hills (“CityCity”) has entered into certain agreement with U.S. Foods (USF) to provide food distribution services (the “Project”); and

WHEREAS, in order to implement the Project, CityCity would like USF to deliver at times when City is closed, and/or at such additional times that City may request in writing a key drop delivery (either a “Key Drop Delivery”), to be delivered in accordance with USF Key Drop Standard Operating Procedures; and

WHEREAS, Upon delivery, all food products must be stored WITHIN the food service establishment (not on a loading dock or in an area accessible by the public) and stored appropriately depending on the type of food. For example, food products needing temperature of 41 degrees Fahrenheit or below or if the food product is frozen, it must be placed into the freezer, etc., however, the parties may agree to permit storage of previously selected products, not needing temperature control for safety, and attached on a list hereto, in designated storage areas; and

WHEREAS USF has required City to enter into this Release and Hold Harmless Waiver to make clear that USF, for itself and its affiliates and the employees of USF and who Enter City facilities to make Key Drop Deliveries are held harmless and released from all personal liability.

NOW, THEREFORE, to the extent allowed by law, in order to facilitate the implementation of the Project, City hereby agrees to forever discharge and agree to hold harmless USF, its officers, directors, and employees and agents and anyone authorized by any of them, from any and all losses, damages, costs, expenses, rights, claims, demands, judgments, obligations, action and causes of action, whether known or unknown, which may have arise out of or in connection with any Key Drop Delivery, including, but not limited to theft, damage, personal injuries, death, disability, property damages and attorneys’ fees and expenses for litigation and settlement.

To the extent allowed by law City agrees to defend, indemnify and hold harmless USF and its officers, directors, employees, and agents or anyone authorized by any of them from any Key Drop Delivery, whether or not resulting from the negligence of any USF employee, including, but not limited to theft, damage, personal injuries, death, disability, property damages and attorneys’ fees and expenses for litigation and settlement.

All references to “USF” include U.S. Foods it parent, subsidiaries and affiliated companies, and their respective predecessors, successors and assigns. I fully understand and acknowledge that I have entered into this Agreement voluntarily and freely.

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_



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U.S Foods Form 740d.1  
Key Drop Notification Agreement (All States)  
For question on this document contact U.S Foods Legal Department

**KEY DROP NOTIFICATION AGREEMENT**

WHEREAS, \_\_\_\_\_ (“City”) has entered into certain agreements with U.S. Foods (“USF”) to provide food distribution services (“the Project”); and

WHEREAS, in order to implement the Project, USF would like to deliver or City has requested USF to deliver, at times when City is closed, and/or at such additional times that City may request in writing a key drop delivery (either a “Key Drop Delivery”), to be delivered in accordance with USF Key Drop Standard Operating Procedures; and

WHEREAS, Upon delivery, all food products must be stored WITHIN the food service establishment (not on a loading dock or in an area accessible by the public) and stored appropriately depending on the type of food. For example, food products needing temperature control for safety must be stored with approved cold holding units and held at temperatures of 41 degrees Fahrenheit or below or if the food product is frozen, it must placed into the freezer, etc., however, the parties may agree to permit storage of previously selected products, not needing temperature control for safety, and attached on a list hereto, in designated storage areas; and

WHEREAS to the extent allowed by law USF requests City accept this Release and Key Drop Notification Agreement to make clear that USF, for itself and its affiliates and the employees of USF, and who enter City facilities to make Key Drop Deliveries are help harmless and released from all personal liability not related to the Project.

All references to “USF” include U.S. Foods its parent, subsidiaries and affiliated companies, and their respective predecessors, successors and assigns. I fully understand and acknowledge that I have entered into this Agreement voluntarily and freely.

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_