



Material Donations

A comprehensive **Zero Waste** approach looks to reuse items and repurpose materials. Below is a quick-glance list by department and we encourage everyone to think of and share new ways to reuse and repurpose items.

To begin, get Production approval if needed, and then start your search to find reputable organizations who can take your materials on **GreenProductionGuide.com**. Submit any new, vetted recipient organizations you work with for future production referral. Request receipts for goods and track your actions on the companion PEACH and PEAR documents.

- Production: Reuse lanyards and visitor badges. Donate excess office supplies and furniture.
- Camera: Donate short ends and other expendables and send all bags, cores and cans to lab with exposed film for reuse. PEACH Best Practice Camera #3 and #8
- Electric: Reuse and donate expendables. PEACH Best Practice Electric #7
- Greens: If greens must be purchased, make a preference for live plants unless synthetics will be reused multiple times. Donate live plants after use. PEACH Best Practice Greens #3 and #6
- Grip: Donate or repurpose expendables. Gels can be donated to film schools or back to the expendables house. Black wrap can be recycled but duvetyn cannot. PEACH Best Practice Grip #2
- Paint: Consolidate like colors of unused paint, clearly label the cans properly and donate them or use them on a future production. Many studios will take excess paint to make stage floor gray.
- Props: Donate or repurpose props and materials to local charities at the end of production. PEACH Best Practice Props #5
- Construction: Design and build to allow for donation or reuse of sets and set materials after strike. Engage recyclers/salvage companies and identify incoming productions that could reuse. PEACH Best Practice Construction #10
- Wardrobe: Donate or repurpose wardrobe articles and material to local charities at the end of production. Choose reusable garment bags and hangers or return items to dry cleaners. PEACH Best Practice Costume/Wardrobe #8







Food Donations

According to the EPA:

- More than **41 million tons** of food waste was generated in 2017, 94% of which was thrown away into landfills or incinerators;
- As of 2017, **11.8% of households** in the U.S. are food insecure, meaning they do not know where their next meal will come from.
- Wasted food means wasted money for businesses and residences;
- When food decomposes in landfills it generates greenhouse gases; keeping food out of landfills prevents millions of pounds of CO₂ and methane from being released into the atmosphere.

Financial Benefits of Donating Food

• Instead of paying for waste hauling services for edible food, food banks can pick up food, typically for free. By keeping edible food out of the dumpster, you can also reduce trash disposal fees.

How to Donate?

First, there are laws that exist to address food donations and to protect the donor from liability in the <u>US</u>, <u>Canada</u>, <u>Australia</u>, and <u>New Zealand</u> (among others).

Second, when donating, be sure to comply with any local regulations and check with the local health authority to ensure adherence to safe food handling requirements. General guidelines are below.

Where Can We Donate?

There are lots of great organizations working to feed communities. Food banks, schools and churches often have food recovery programs and are always knowledgeable resources. Other non-profit organizations also exist with the sole mission of collecting food donations for those in need. Refer to **GreenProductionGuide.com** to find recommended organizations in your area and to submit recipient organizations you work with for future production referral.

Arranging for Food Donation Pick-up

 During pre-production, connect with a local food bank or food recovery organization in each filming location. (1- 2 week notice is preferred to make arrangements). The food bank or food recovery organization must be a nonprofit organization that is operating for religious, charitable, or educational purposes and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of such organization.





- If requested or required by your production company &/or the caterer, provide to each receiving organization a <u>Food Donation Agreement</u> that must be signed by an authorized representative prior to or at first pick up.
- 3. The receiving organization contact should be added to the Call Sheet e-distribution list and kept informed of catering schedule changes to ensure timely food pickup.
- 4. Recipients of food donations should provide a tracking report that lists (at minimum): the date, quantity and value that was donated.

Additional Steps

- 5. Use the **<u>Rock & Wrap It Up</u>** calculator to see how much waste was diverted.
- 6. Track disposal fees and hauling services cost savings due to amount of diverted waste. Enter data into PEAR and/or Sustainability Report.

Protocols When Donating

- Staff handling food should follow proper hand washing and hygiene practices.
- Avoid cross-contamination of foods by keeping raw food (particularly meats) away from cooked or ready to eat food.
- Store items to be donated in a designated area that follows safe food storage protocols to avoid contamination.
- Work with the recipient organization to ensure food is received and transported safely and maintained at a proper temperature.

The Following Foods Should Never Be Donated:

- Dented, swollen, leaking or rusty cans;
- Dry goods that show evidence of moisture;
- Any food with packaging that is not intact;
- Any food showing signs of spoilage or decay (such as mold or a bad odor)

Other Useful Tools

- Food Recovery a legal guide
- Food Safety Basics
- Tax Deduction for Food Donation, a Legal Guide
- U.S. Federal Food Donation Act of 2008
- EPA Guide to Conducting and Analyzing a Food Waste Assessment
- Reducing Wasted Food & Packaging: EPA Guide for Food Services and Restaurants



EEN PRODUCTION GUIDE

PROJECT OF THE PRODUCERS GUILD OF AMERICA

Food Donation Agreement*

This Agreement (this "Agreement") is dated ______, 20__ between _____

("Donor") and ____

a nonprofit organization ("Recipient").

WHEREAS, in connection with its production activities, Donor has and will have leftover foodstuffs and other consumables (the "Goods"). Donor wishes to donate such Goods to Recipient, pursuant to the terms of this Agreement.

1. **DONATION: FREE DISTRIBUTION**. Donor hereby donates the Goods to Recipient. Recipient represents and warrants that (i) the Goods will be distributed for free to Recipient's clients, (ii) Recipient is a nonprofit organization that is operating for religious, charitable, or educational purposes and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of Recipient, (iii) Recipient is knowledgeable of the standards to properly recondition donated food or grocery products, and (iv) Recipient is not providing anything of monetary value to Donor in consideration of the Goods.

2. **INSPECTION.** Recipient acknowledges inspection of each donation of Goods, and satisfaction with their condition.

3. **<u>RELEASE</u>**. Recipient, for itself and its successors, assigns, agents, employees, and representatives, hereby releases and discharges the Donor, _____

and each of their former, current and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, employees (including without limitation any catering company engaged for the preparation and delivery of the Goods) from each and every claim, cause of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorneys fees and costs, that it has or might have, in any way arising out of or in connection with this Agreement or the Goods except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. The foregoing shall, to the fullest extent of applicable law, be in addition to, and not in replacement or substitution of, any legal protections offered by any "Good Samaritan" or other similar laws in any jurisdiction.

4. **WARRANTY DISCLAIMER**. Donor hereby expressly disclaims all warranties, written or oral, statutory, express or implied, including any warranty of wholesomeness, merchantability, condition, quality, fitness for use, or suitability of the Goods in any respect whatsoever, including any warranty regarding the absence of any defects therein, whether latent or patent; it being understood and agreed that the Goods are being donated in their current condition as of the date hereof. In connection with Donor's donation of the Goods, Donor shall in no event be liable for any claim whatsoever by or through Recipient, or any third party, for any issue or problem with the Goods, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages, except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. Donor neither assumes nor authorize any person to assume on their behalf any liability in connection with the use or reuse of the Goods.

5. <u>SHIPPING OR TRANSPORTING</u>. Recipient shall be responsible for the cost of shipping or transporting the Goods from Donor's designated pick-up site, and Recipient assumes all responsibility for any injury or property damage arising during the shipping or transporting of the Goods.

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6. **<u>MISCELLANEOUS</u>**. This Agreement and the terms and conditions set forth herein constitute the complete and final agreement between the Donor and Recipient relating to donation of the Goods and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No agreement in any way modifying these terms and conditions will be binding upon the Donor or Recipient unless made in writing and signed by a duly authorized representative of each of Donor and Recipient. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law (including without limitation the Bill Emerson Good Samaritan Food Donation Act). Recipient shall not use Donor's name or any trademark or reference related to such in connection with the donation, use or disposal of the Goods, without express approval..

IN WITNESS WHEREOF, the undersigned have each read the foregoing agreement and agrees with it.

DONOR		RECIPIENT	
Ву:	Date:	Ву:	Date:
Print Name/Title:		Print Name/Title:	
Production:		Organization:	