



Treasure Coast Food Bank  
3051 Industrial 25<sup>th</sup> Street  
Fort Pierce, FL 34946  
Tel (772) 489-5676, Fax (772) 489-2988  
www.stophunger.org

ACCOUNT # \_\_\_\_\_

APPLICATION FOR AUTHORIZATION  
TO DRAW FOOD AND RELATED PRODUCTS FROM  
TREASURE COAST FOOD BANK

**PLEASE PRINT ALL INFORMATION CLEARLY**

Name of Applicant Organization _____	
Address _____	
City _____	County _____ Zip Code _____
Mailing Address (if different) _____	
City _____	County _____ Zip Code _____
Address of Food Program Location _____	
Food Program Contact _____	Phone _____
E-Mail address: _____	
Highest Organization Authority (e.g. pastor, president, director)	Phone _____
Fax# _____	E-Mail _____
Organization website address: _____	
Organization Facebook address: _____	

*In drawing donated food and related products from Treasure Coast Food Bank (TCFB), the above organization affirms and agrees to the following:*

1. That it is a 501(c)(3) CHARITABLE ORGANIZATION. Please attach: a) a copy of your 501(c)(3) letter from the Internal Revenue Service and b) your Florida Consumer's Certificate of Exemption.
2. That it will accept items it chooses to draw from TCFB in "as is" condition.
3. That TCFB and the original product donor specifically disclaim any warranties or representations expressed or implied, as to the purity or fitness for consumption of items drawn from TCFB.
4. That the original donor and TCFB are exempt from any liability resulting from the condition of donated food. Agency further agrees to hold TCFB and the original donor free and harmless against all and any liabilities, damages losses, claims causes of action, and suits of law or inequity or any obligation whatsoever arising out of any action of said agency or any personnel employed by the said agency in connection with its storage and use of donated food.
5. That it will adhere to the policies and procedures, additions, and revisions specified by TCFB.

The undersigned hereby affirms that they are authorized agents of the applicant organization, and their legal signatures do bind the applicant organization to the terms, conditions, and limitations of the application agreement.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative Signature

Please print name: \_\_\_\_\_

**PARTNER INFORMATION**

Please describe your organization and the program in which you propose to use products drawn from TCFB. You may not use TCFB products for any purpose not clearly stated and described here, unless later approved by TCFB with an amendment to this application.

---

---

---

This food program is: *(Please check appropriate answers below.)*

Emergency box/bag/pantry _____	Day care for children _____
Soup Kitchen _____	Day care or drop in for adults _____
Shelter (short term homeless) _____	Senior program _____
Rehab program _____	Youth program _____
Residential (group homes, safe houses) _____	Red Cross Chapter _____
Other (please describe) _____	

Please provide clear directions to your Food Program location.

---

---

---

---

Please list up to THREE (3) people with contact phone #'s who will be the official Partner shoppers at TCFB:

_____	Phone # _____
_____	Phone # _____
_____	Phone # _____

If you provide food to be prepared at the client's home, please complete the page labeled "Emergency Pantry".

If you prepare meals or snacks for clients to consume at your location, please complete the page labeled "On-Site Meal Program."

Fill in this page *ONLY* if you give out bags or boxes of food.

**EMERGENCY PANTRY (providing food to clients for home preparation and consumption.)**

Contact person for the food pantry \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

What year did your food program begin? \_\_\_\_\_

What are your usual days and hours of operation?

Monday \_\_\_\_\_

Friday \_\_\_\_\_

Tuesday \_\_\_\_\_

Saturday \_\_\_\_\_

Wednesday \_\_\_\_\_

Sunday \_\_\_\_\_

Thursday \_\_\_\_\_

What is the number of households served each month? \_\_\_\_\_

What is the average number of people per household? \_\_\_\_\_

What is the number of days food supply given each household? \_\_\_\_\_

How often may the household receive food? \_\_\_\_\_  
(Example: 1 time per month)

How do you determine a client's eligibility? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any people served are not needy as defined in the Partner Memorandum of Agreement, please explain the circumstances of serving them. \_\_\_\_\_  
\_\_\_\_\_

Are any fees, dues, offerings, goods, or services required of clients? Yes\_\_No\_\_ If "yes" please describe: \_\_\_\_\_  
\_\_\_\_\_

Do you keep records documenting this program? Yes\_\_\_\_\_No\_\_\_\_\_  
(Note: Records should consist of household applications with # in household, address, phone#, etc.)

Does your food pantry have refrigerators? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, how many? \_\_\_\_\_

Does your pantry have freezers? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, how many? \_\_\_\_\_

Fill in this page ONLY if you serve prepared meals or snacks.

**ON-SITE MEAL PROGRAM (providing meals or snacks to be consumed at the agency)**

Contact person for the food program \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Please fill in the days and *number of clients* eating meal or snack service:

<u>Days</u>	<u>Number of People Served at Meals</u>
Monday	Breakfast___Lunch___Dinner___Snack___
Tuesday	Breakfast___Lunch___Dinner___Snack___
Wednesday	Breakfast___Lunch___Dinner___Snack___
Thursday	Breakfast___Lunch___Dinner___Snack___
Friday	Breakfast___Lunch___Dinner___Snack___
Saturday	Breakfast___Lunch___Dinner___Snack___
Sunday	Breakfast___Lunch___Dinner___Snack___

How often this meal service is offered. (for example: Monday through Friday or once a month.)  
\_\_\_\_\_

How do you determine a client's eligibility? \_\_\_\_\_  
\_\_\_\_\_

If any people served are not needy as defined in the Partner Memorandum of Agreement, please explain the circumstances of serving them. \_\_\_\_\_  
\_\_\_\_\_

Are any fees, dues, offerings, goods, or services required of clients? Yes\_\_No\_\_If yes, please describe:  
\_\_\_\_\_

Do you keep records documenting this program? Yes\_\_\_No\_\_\_

Has your staff/volunteers had training in sanitation and safe food handling? Yes\_\_\_No\_\_\_

If yes, please provide the name staff/volunteers who have been trained and title of training/certification course(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TREASURE COAST FOOD BANK PARTNER MEMORANDUM OF AGREEMENT

This document is an agreement made between TREASURE COAST FOOD BANK ("TCFB") located at 3051 Industrial 25th Street Fort, Pierce, Florida 34946 and:

\_\_\_\_\_  
("Partner" name of your agency)

located at \_\_\_\_\_

### **Terms of the Partner Agreement:**

The Partner agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions is violated, TCFB has the right, without further investigation, to stop distributing product to the Partner and/or follow processes outlined in the Corrective Action, Grievance and Termination Policies document (WHERE IS THIS DOCUMENT?) until the term(s) or condition(s) can be met:

1. **Requirements:** The Partner agrees to abide by the policies, procedures, and record keeping requirements of TCFB.
2. **IRS Eligibility Requirements:** The Partner agrees that it meets the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section 170(e)(3) of the IRS code, as stated below:

**A. 501(c)(3) or Church/Religious Organization:** The Partner agrees that it is incorporated as a 501(c)(3) non-profit corporation or is considered a "church" as defined by the IRS and meets all of the criteria below for each type of eligible organization.

*Check the type of organization that the Partner will qualify as:*

- 501(c)(3) Non-Profit Corporation- If this box is selected, the Partner is required to submit, prior to Partner approval:
  - A current 501(c)(3) determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation. The Corporation name must match the name that the Partner is known by the community.
  - If the Partner name does not match the corporation name listed on the 501(c)(3) determination letter, the Partner is required to submit current (less than one year old) official and verifiable documentation regarding the Partner's ability to use the 501(c)(3) verification letter proving their non-profit status.
  - If the Partner does not have its own 501(c)(3) and is utilizing the 501(c)(3) status of another organization, then the Partner and its sponsor are required to complete and sign the Partner Sponsorship Agreement every year.
  - Church (as defined by the IRS)/Religious Organization – If this box is selected, the Partner is required to complete and submit the Church/Religious Organization Self Certification form prior to Partner approval.

**B. Purpose of Incorporation and Service:** The Partner agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Partner also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or infant (minor children) (such as publication of a non-profit periodical providing information to members.)

**C. Distribution without charge:** The Partner agrees that it will distribute the donated products (food and non-food items) obtained from TCFB free of any charge or requirement (ex. prayer or religious service, monetary, volunteer hours, services or otherwise.)

**D. Recipients of Distributed products:** The Partner agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3. The Partner also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(e)3.

**E. Use of Donated Products:** The Partner agrees that it will not sell or use donated products in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events. The Partner will not use product obtained through TCFB for personal, staff or general congregational use. The Partner also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)3 and any amendments to the

Code(See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512). Failure to comply will result in immediate termination as a Partner.

- F. Bartering, Selling and Fundraising:** The Partner agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from TCFB.
3. **Area of Distribution:** The Partner agrees that it will only distribute products received from TCFB in \_\_\_\_\_ County, Florida. The Partner also agrees that it will not distribute any products outside of the United States and Puerto Rico.
  4. **Record Keeping:** The Partner agrees that it will maintain adequate books and records on site for current year and previous three (3) years and accurately reflect the total amount of product received and distributed (or used), a description of the products, and the date of its receipt, and menus (if applicable). The Partner also agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infant (minor child, 0-18 years old) and report client counts by the **10<sup>th</sup> day of each month** via email to [akelly@tcfoodbank.org](mailto:akelly@tcfoodbank.org) or by fax to TCFB at (772) 489-2988. Failure to do so will result in account suspension.
  5. **Availability of Records:** The Partner agrees to make its books and records, including but not limited to those which track the receipt and distribution of products obtained from TCFB and financial record keeping books available to TCFB, with or without notice.
  6. **Local, State and Federal Regulations:** The Partner agrees that it will ensure the donated product conforms to any applicable provisions of the FDC and Cosmetic act (as amended), and any regulations that follow. The Partner also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.
  7. **Storage and Handling of Products:** The Partner agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow. The Partner also agrees to store food in a secure (locked) area that has limited access to only authorized personnel.
  8. **Food Safety:** The Partner agrees that at least one staff person be trained in food safety from a food safety training course approved by TCFB. Approved trainings are TCFB Food Safety Training Workshop, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card. The Partner also agrees that if it utilizes food provided by TCFB to make meals, their key food service program staff are required to meet local commercial food safety standards and must have Health Department certificate.
  9. **Donor Stipulations:** The Partner agrees that it will adhere to any donor stipulations placed on donated products.
  10. **“As Is” Condition:** The Partner agrees that it will accept all products received from TCFB in “as is” condition.
  11. **Shared Maintenance/Handling Fees:** The Partner agrees to pay TCFB any applicable Shared Maintenance and/or handling fees for products.
  12. **Purchased Product:** The Partner agrees that if it should choose to purchase non-donated product then it may pay extra charges and costs associated with that product through either special arrangements or through TCFB’s Power Purchase Program.
  13. **Discrimination:** The Partner agrees that it will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran, political beliefs or any other characteristic protected by law.
  14. **On-Site Inspections:** The Partner agrees to allow representatives of TCFB, donors and government agencies to inspect and audit all facilities and vehicles where products received from the TCFB are received, stored and distributed, with or without notice.
  15. **Authorized Agent:** The Partner agrees to have only an authorized agent(s) pick-up or receive

products from TCFB. The Partner also agrees to make known to TCFB a list of authorized agents and contact TCFB when a change is made to that list. The Partner will update TCFB immediately with any program changes and changes in hours of operations

- 16. Access to One Feeding America Affiliated Food Bank:** The Partner agrees that it will only receive food from TCFB and no other Feeding America Affiliated Food Bank.
- 17. Liability Release Form:** The Partner agrees to execute and submit to TCFB the Liability Release Form, and any other liability release forms that TCFB may require at any time.
- 18. Active/Inactive Partner Designation:** The Partner agrees that it will obtain products from TCFB at least every three (3) months to be deemed an Active Partner. If the Partner becomes inactive, then the Partner will not be allowed to obtain products from TCFB. The Partner agrees that it will complete the Partner application process again, prior to being reinstated as an Active Partner and allowed to obtain products from TCFB again.
- 19. Termination of Partner Agreement:** A Partner found to be in gross violation of the Partner Memorandum of Agreement will be terminated (permanently restricted) from accessing the food bank. Offenses that constitute termination include:
  1. Charging clients for donated products.
  2. Selling donated product to the general public.
  3. Using donated product for fundraising events.
  4. Transferring donated products to another location, municipality, state or country.
- 20.** The Partner or TCFB can terminate this agreement, with or without cause, at anytime.(the old wording)
- 21. Membership Suspension:** A Partner may be temporarily suspended for the following reasons:
  1. Failure to submit monthly reports for two consecutive months
  2. Violation of Policies and Procedures??
  3. Repeatedly arriving late for your appointed time to pick up at TCFB warehouse.Once a Partner is temporarily suspended, it will not be permitted to place orders with TCFB until the issue has been resolved. There may also be additional intervention (e.g. the agency may be mandated to attend an orientation session, agree to a series of unannounced visits, or outline some kind of contact.) Please note that the above listed issues will not automatically lead to suspension unless the Partner repeatedly fails to communicate with Treasure Coast Food Bank to resolve them.
- 22. Corrective Action, Grievance and Termination Policy:** The Partner agrees to execute and submit to TCFB the Corrective Action, Grievance and Termination Policies document attached to this agreement.
- 23. Multiple Locations and Sub-distribution:** The Partner agrees that it will only receive and store product from TCFB at multiple locations if: 1.) all locations individually meet the requirements of this agreement, 2.) have been inspected and, 3.) are approved by TCFB prior to receiving and distributing food. The Partner is not allowed to sub-distribute donated product to any organization, partner, or entity other than a qualifying client.
- 22. Warehouse-Pick-up:** The Partner is responsible for loading product into their vehicles. TCFB is not responsible for improperly loaded Partner vehicles and will not assume responsibility for any damage done to vehicles due to overloading etc. All individuals entering warehouse are required to wear closed toe shoes and remain in designated areas. Partners are not permitted to sort through boxes of product. Partners are requested to arrive 15 minutes prior to their appointment time; if you are late you will be not be allowed to pick up/shop your product. You can reschedule for the next available appointment. Habitual lateness will result in account suspension.
- 24. Delivery:** The Partner agrees to be available on time for TCFB delivery and to have adequate personnel available to receive and unload the delivery of product at the site. The Partner also agrees to pay any applicable delivery and/or handling fees
- 25. Accounting:** All accounts are Cash On Delivery (COD). Only business checks from the authorized 501(c) (3) are accepted. Business Visa and MasterCard are also accepted. Personal checks and credit cards are not accepted. The Partner may choose to have a business credit card on file to pay for any invoiced costs; in order to do so an authorization form must be completed. Cash is not accepted

**The Partner's authorized representative's signature below confirms that the Partner is accepting and agrees to abide by all terms of this agreement.**

\_\_\_\_\_  
Partner's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of representative who signed this agreement

\_\_\_\_\_  
**Authorized TCFB Signature**

\_\_\_\_\_  
Date