

Dear Applicant:

Thank you for your interest in Feeding the Gulf Coast. We hope to assist your non-profit organization or church in accomplishing your goals.

Feeding the Gulf Coast requires records of all mobile pantry distribution points. To ensure compliance with state and federal guidelines, all participating mobile pantry distributors must complete a Mobile Pantry Application. **We will need verification of your non-profit status**. Please enclose a copy of your Letter of Determination from the Internal Revenue Service. This letter will indicate your agency's non-profit status under the 501(c)(3) code; **the name and address listed will need to match the name and address of the organization listed on the Mobile Pantry Application**. Churches without a 501(c)(3) designation must complete documentation designating them as a church (see part 3 of the Mobile Pantry Application).

If you have any questions, contact Agency Relations at (251) 653-1617, then choose option "4" or e-mail agencyrelations@feedingthegulfcoast.org. On behalf of the food bank, we commend you for your efforts to help those in need in our community and we look forward to partnering with you.

Sincerely, Agency Relations Team

*Before your organization can be eligible to receive product from Feeding the Gulf Coast, the CEO must give final approval. Completion of any or all parts of the application process does not guarantee approval as an agency. Feeding the Gulf Coast reserves the right to deny membership to any organization judged to be acting outside of the guidelines of Feeding the Gulf Coast or Feeding America, or that does not fit with Feeding the Gulf Coast's mission.

MOBILE PANTRY APPLICATION

In order to become a mobile pantry distributor with Feeding the Gulf Coast you must be either: (1) a recognized church with an existing or planned program to feed the needy, (see Part 3, Participation Agreement), or (2) a charitable non-profit organization with the IRS designation of 501(c)(3) with a mission to feed the needy.

Part 1: Organization | Church Information

| Name of your Organization (i.e., First Bapt | ist Church): | | |
|--|---|-----------------|--|
| Mailing Address: | | | |
| City: | State: | Zip: | |
| Phone Number: | Fax Number: | | |
| E-mail Address: | | | |
| Name of Feeding Program, IF DIFFEREN | NT FROM ABOVE, (i.e., First Baptist Chu | urch Day Care): | |
| Street Address of Food Program Site (N | IO P.O. Boxes): | | |
| Billing Address, IF DIFFERENT FROM A | BOVE: | | |
| City: | State: | Zip: | |
| | rs in advance each time you receive a agency. We do not accept cash or credi | | |
| Organization Contacts | | | |
| Pastor or Director: | | | |
| Email Address: | | | |
| Who is the main contact person for your Food H | Program? | | |
| Email Address: | Phone Number: | | |
| Billing Contact: | Phone Number: | Phone Number: | |
| Persons authorized to schedule mobile pantrie | es through Feeding the Gulf Coast: | | |
| Name: | Phone Numbe | er: | |
| Name: | Phone Numbe | er: | |

Part 2: Program Description

| 🛛 Yes | 🛛 No | Does your | organization | have sustained | means | of funding | its program? |
|-------|------|-----------|--------------|----------------|-------|------------|--------------|
|-------|------|-----------|--------------|----------------|-------|------------|--------------|

Where do you get the funding for your food program?

 Yes I No
The food bank often receives calls from individuals in need of food assistance. May we refer those in your area to your program?

What population area do you serve? (Only people in your zip code or anyone in need?)

What ages do you serve? _____

How do people find out about your program?

What are your eligibility guidelines? _____

What information do you collect about your clients? _____

How many families are you serving each month? _____

How often will you serve each client?

| Yes | 🛛 No | Is a fee charged? |
|-------|------|--|
| 🛛 Yes | 🛛 No | Do you require a donation? |
| 🛛 Yes | 🛛 No | Do you accept donations? |
| 🛛 Yes | 🛛 No | Do you require that clients attend religious services? |

If so, please describe: _____

Part 3: Participation Agreement

We the undersigned agree to comply with the following criteria for service from Feeding the Gulf Coast (FTGC). We further understand that non-compliance with any portion of these criteria may result in delay, denial, or cancellation of services from FTGC. Therefore, we assure that we:

- 1. Are attaching proof of our IRS 501(c)(3) tax exempt status to this application where the name and address match the current name and address listed on the membership application (if applicable).
- 2. Will provide a current group exemption letter with a listing of the local Agency in the group exemption directory, a list of active local sites from the National/Regional headquarters, or a letter from the group/s exemptions headquarters or regional office (if applicable).
- 3. Will provide food directly to clients at no charge in the form of meals, or distribute food products for emergency situations at no charge to clients.
- 4. Will not sell, barter, or engage in any fund raising activities with products received from FTGC.
- 5. Will provide loading staff to unload and sort product delivered by FTGC. FTGC staff and volunteers are not available for unloading and sorting orders.
- 6. Will accept all products received from FTGC in an "as is" condition.
- 7. Will distribute all product on the same day that it is received.
- 8. Agree to support FTGC with a shared maintenance fee, not to exceed the established Feeding America limit per pound of product received. We further agree to pay FTGC established per pound rate for all Value Added Products (VAP) received from FTGC.
- 9. Agree to be monitored regularly by FTGC staff or trained volunteers, in accordance with Feeding America guidelines, or by USDA representatives if receiving USDA commodities.
- 10. Agree that the Director and staff involved with the food program will attend FTGC orientation session, annual conferences, or any other retraining.
- 11. Will submit required reports to FTGC completely and within the timelines established by FTGC.
- 12. Will maintain records of receipt of product from FTGC and make those records available upon request.
- 13. Agree to abide by USDA regulations as required by law in the process of USDA food handling.
- 14. Assure that we do not, and will not, engage in discrimination in the provision of service, against any person or group because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
- 15. Agree to **NOT** ask for donations in order for clients to receive food.
- 16. Will conform to all local, state, and federal regulations regarding the safe and proper handling of donated product.

Feeding the Gulf Coast (FTGC) and the organization listed on this application agree that no "agency" exists, real or implied, between FTGC and the listed organization, and this same organization agrees that it will not refer to or describe itself as an "agency" of FTGC, either verbally or in writing, whether to its own personnel, volunteers, or to third parties until final approval has been given by the CEO. FTGC reserves the right to terminate this agreement with any organization it judges to be in violation of its guidelines, those of Feeding America, or the USDA in order to protect its mission and the interests of the needy.

| Director Pastor's Name (Please Print) | To be completed by Feeding the Gulf Coast: |
|---|--|
| Signature | CEO's Signature |
| Date | Date |

Participation Agreement (continued)

(Complete ONLY if you are a church)

Churches may be considered 501(c)(3) organizations although the IRS does not require that they file for an official designation. However, Feeding the Gulf Coast (FTGC) is not required to serve any organization merely on the claim that it is a church. FTGC, acting under legal opinion of its attorneys, has determined that organizations representing themselves as a church or program thereof, should be encouraged to apply for IRS 501(c)(3) status. If your church organization does not wish to apply for such designation, you must respond to the 14 criteria below and be prepared to demonstrate your compliance with them. These are the criteria established by the IRS for determining the status of a church as a 501(c)(3) organization. Place an 'X' in the blank to the left of each requirement your church meets. You may be asked to present proof of any requirement you mark.

- _____ 1. The church has a distinct legal status.
- _____ 2. There is a recognized creed and form of worship.
- _____ 3. There is a definite and distinct ecclesiastical government.
- _____ 4. There is a formal code of doctrine and discipline.
- 5. Your church has a distinct religious history.
- 6. Your membership is not associated with any other church or denomination.
- _____ 7. There is an organization of ordained ministers who are ministering to congregations.
- 8. Ordained ministers are selected after completing prescribed courses of study.
- _____ 9. The church has a literature of its own.
- _____ 10. There are established places of worship.
- ____ 11. There is a regular congregation.
- ____ 12. There are regular religious services.
- _____ 13. There are Sunday (Sabbath) Schools for religious instruction of the young.
- _____ 14. There are schools for the preparation of ministers for the church.

I have read the 14 requirements above, and designated with an 'X' those our church meets. I understand that these are also the requirements of the IRS for designation of a Church. I certify that our church meets these standards.

Feeding the Gulf Coast (FTGC) and the organization listed on this application agree that no "agency" exists, real or implied, between FTGC and the listed organization, and this same organization agrees that it will not refer to or describe itself as an "agency" of FTGC, either verbally or in writing, whether to its own personnel, volunteers, or to third parties until final approval has been given by the CEO. FTGC reserves the right to terminate this agreement with any organization it judges to be in violation of its guidelines, those of Feeding America, or the USDA in order to protect its mission and the interests of the needy.

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| Director Pastor's Name (Please Print) | To be completed by Feeding the Gulf Coast: |
|---|--|
| Signature | CEO's Signature |
| Date | Date |

Part 4: Release of Liability

WHEREAS, Feeding the Gulf Coast (FTGC) has offered to provide and supply certain food, foodstuffs, and related items, as available, to ________, (*Organization name*), an IRA 501(c)(3) organization, or Church according to the 14-point checklist, hereinafter referred to as DONEE, and WHEREAS the DONEE has warranted to FTGC that all items received will be duly inspected by a qualified member of the DONEE staff and found to be fit for human consumption, or not accepted; THEREFORE, DONEE hereby warrants, represents, and guarantees as follows:

- 1. It has been awarded the status of an IRS501(c)(3) organization, or a Church according to the 14-point checklist.
- 2. FTGC, Feeding America, and the primary donor have specifically disclaimed any warranties or representations, express or implied, as to purity or fitness for consumption of any or all such items.
- 3. That all items accepted are accepted in "AS IS" condition.
- 4. That DONEE will utilize employees or volunteers having sufficient training, experience, and expertise in the evaluation, handling, preparation, and feeding of items to safely and properly judge, handle, prepare, and feed them.
- 5. The DONEE, because of the qualifications of its personnel, as described above, hereby accepts full responsibility for the purity and fitness for human consumption of any and all items accepted.
- 6. The DONEE will serve the products as soon as possible to provide maximum palatability and freshness.
- 7. The DONEE hereby warrants and guarantees to Feeding America, Feeding the Gulf Coast, and to the primary donor that it will hold them harmless from any and all liabilities, claims, losses, causes of action, suits of law or inequity, or any obligation whatsoever, arising out of, or attributed to, any action by DONEE in connection with its storage and/or use of the items supplied to it by FTGC.
- 8. That the DONEE will use the items only in a use related to its tax-exempt purpose and solely for the feeding of the ill, the needy, or infants.
- 9. That DONEE will neither offer for sale, sell, transfer, nor barter the items supplied by FTGC for money, other properties, or services.
- 10. That DONEE will provide all donated and TEFAP food received from FTGC at no charge to clients.
- 11. Any restriction placed on the use or distribution of products by the donor, such as restriction of food to use in meals prepared on the premises of the DONEE organization, will be strictly adhered to.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of the DONEE whose name appears below and by his/her legal signature does hereby bind to the terms, conditions, and limitations of this document of release.

| Name of Executive Director (for IRS 501(c)(3) Organization)(Please Print) | |
|--|------|
| Signature of Executive Director | Date |
| Name of Board President Pastor (for Church under 14-Point Checklist)(Please Print) | |
| Signature of Board President Pastor | Date |

Part 5: Statement of Responsibility of Parent Organization

(Complete ONLY if you have a Parent Organization)

NOTE: If you have included your current IRS 501(c)(3) status with this application, do not complete this form. If your organization does not have an IRS 501(c)(3) designation but belongs to a larger parent organization that does, have your parent organization complete and sign this form.

A parent organization must be willing to provide an IRS letter of determination where the name and address match the name and address of the organization listed on this page.

| Parent Organization | | |
|-----------------------|--|--------------------------------|
| Street Address | | |
| City | State | Zip |
| | | |
| Signature | | |
| | Chief Executive Officer, President, or Chairman of the Par | rent or Umbrella Organization. |
| Typed or Printed Name | | |