



Catholic
Charities
of South Mississippi

*Food Bank
333 Cowan Road, Gulfport, MS 39507
228-822-0836*

TWELVE BASKETS FOOD BANK CONTRACT THIS SECTION

Motivated by the teachings of Christ, Catholic Charities of South Mississippi empowers our community by providing help and creating hope.



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Application for Membership

In order to become a member of Twelve Baskets Food Bank you must be either: (1) A recognized church with an existing or planned program to feed the needy (See Part 3, Participation Agreement) (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: _____

(For instance First Baptist Church)

Physical Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Name of Program, IF DIFFERENT FROM ABOVE, (i.e., First Baptist Church Daycare)

Billing Address: _____

City: _____ State: _____ Zip: _____

Organization Contacts

Pastor or Director: _____ Phone: _____

Who is the main contact person for your program? _____

Billing Contact: _____ Phone: _____

Persons authorized to pick up products from Twelve Baskets Food Bank:

Name _____ Phone: _____

Name _____ Phone: _____

PART 2 PROGRAM DESCRIPTION

Check the type of program you have:

(A) _____ Emergency Food Pantry (Provide groceries to those in need of short-term food assistance.)

(B) _____ Residential Program (Cooking and serving meals to registered clientele, for instance—Day Care Centers, Rehabilitation Homes, Group Homes or Day Activity Programs.)

(C) _____ Soup Kitchen (Cooking and serving meals to needy walk-in guests on a regular or occasional basis. Churches serving occasional meals check this category.)

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Depending on which type of program(s) you checked, please complete the following:

(A). EMERGENCY FOOD PANTRY

- What population do you serve? (Your congregation only? Your zip code only? Anyone in need?)

- How do people find out about your program?

What are your eligibility guidelines?

- How many families are you serving each month? _____
- What are the ages of your clients? _____
- How often will you serve each client? _____
- Is a fee charged? _____
- Do you require a donation? _____
- Do you accept donations? _____
- Do you require that clients attend religious services? _____
- Do you offer additional services? _____

Please describe: _____

Where do you get the money for your food pantry? _____

- What are the days/hours of your food distribution?

- What kind of storage do you have for dry food?

- Do you have a refrigerator/freezer? _____ Size _____
- Do you have a chest (or other) freezer? _____ Size _____

THE FOOD BANK OFTEN RECEIVES CALLS FROM INDIVIDUALS IN NEED OF FOOD ASSISTANCE. MAY WE REFER THOSE IN YOUR AREA TO YOUR PROGRAM? YES _____ NO _____

(B) RESIDENTIAL PROGRAMS

- How many individuals are in your program? _____
 - Ages? _____
 - What days of the week do you serve meals? _____
 - What meals do you serve? _____
 - Do you have a room and board fee? _____ Program fee? _____
 - Do you charge for meals? _____
 - Are any of your meals catered? _____
 - Do you have liability insurance? _____ With whom? _____
 - Are you licensed? _____ By whom? _____
 - License # _____
 - Date of most recent Health Dept. inspection? _____
 - Score? _____
 - What kind of storage do you have for dry food? _____
-
- Do you have a refrigerator/freezer? _____ Size _____
 - Do you have a chest (or other) freezer? _____ Size _____

(C) SOUP KITCHENS

- How many individuals do you serve per meal? _____
 - What ages? _____
 - Are the majority of your guest's low income? _____
What percentage? _____
 - What days of the week do you serve meals?
Monday _____ Tuesday _____ Wednesday _____
Thursday _____ Friday _____ Saturday _____ Sunday _____
 - What meals do you serve?
Breakfast _____ Lunch _____ Dinner _____ Snack(s) _____
 - Do you charge for meals? _____
 - Do you ask for donation? _____
 - Are donations voluntary? _____
 - Do you require religious service attendance to be served? _____
 - Are you licensed? _____ By whom? _____
 - License # _____
 - Date of most recent Health Dept. inspection? _____
 - Score? _____
 - What kind of storage do you have for dry food? _____
-
- Do you have a refrigerator/freezer? _____ Size _____
 - Do you have a chest (or other) freezer? _____ Size _____

PART 3 Participation Agreement 501(c)(3) Agencies

We the undersigned agree to comply with the following criteria for service from **Twelve Baskets Food Bank**. We further understand that non-compliance with any portion of these criteria may result in delay, denial, or cancellation of services from **Twelve Baskets Food Bank**. Therefore, we assure that we:

- (1) Are attaching proof of our IRS 501(c)(3) tax exempt status to this application
- (2) Will serve food directly to clients in the form of meals, or distribute food products for emergency situations.
- (3) **Will not sell, barter or engage in any fund raising activities with products received from Twelve Baskets Food Bank.**
- (4) Will provide transportation and loading staff to pick up products at **Twelve Baskets Food Bank** or a location designated by **Twelve Baskets Food Bank**. **Twelve Baskets Food Bank** staff and volunteers are not available for loading orders.
- (5) Will accept all products received from **Twelve Baskets Food Bank** in an "as is" condition.
- (6) Will ensure the adequate temporary storage is available at our location to ensure product integrity.
- (7) Agree to support **Twelve Baskets Food Bank** with a shared maintenance fee, not to exceed the established Second Harvest limit per pound of product received. We further agree to pay **Twelve Baskets Food Bank** established per pound rate for all Value Added Products (VAP) received from **Twelve Baskets Food Bank**.
- (8) Agree to be periodically monitored by **Twelve Baskets Food Bank** staff or trained volunteers, in accordance with Second Harvest National Network guidelines, or by USDA representatives, if receiving USDA commodities.
- (9) Agree that the Director and staff involved with the food program will attend **Twelve Baskets Food Bank** orientation session.
- (10) Will submit required reports to **Twelve Baskets Food Bank** completely and within the time lines established by **Twelve Baskets Food Bank**.
- (11) Agree to abide by USDA regulations as required by law in the process of USDA food handling
- (12) Assure that we are in compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000 d et seq), Title IX of the Education Amendments of 1972 (210 USC 1681 d et seq), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq), all provisions required by the implementing regulation of the Department of Agriculture, Department of Justice Enforcement Guidelines (28 CRF 50.3, 42), and Food and Nutrition Services (FNS) directives and guidelines. In compliance with these laws and regulations, we assure that we do not, and will not, discriminate against any person or group on the basis of race, religion, color, national origin, sex, age, or handicap who wishes to participate in any program or activity for which we receive federal financial assistance through the Food Nutrition Service.
- (13) **Twelve Baskets Food Bank** and the organization listed below agree that no "agency" exists, real or implied, between **Twelve Baskets Food Bank** and the below-listed organization, and this same organization agrees that it will not refer to or describe itself as an "agency" of **Twelve Baskets Food Bank**, either verbally or in writing, whether to its own personnel or to volunteers, or to third parties.

Date: _____

Organization Name: _____

Address: _____

Signature of Board President

Signature of Director

PARTICIPATION AGREEMENT CHURCHES

Churches may be considered 501(c)(3) organizations although the IRS does not require that they file for an official designation. However, **Twelve Baskets Food Bank** is not required to serve any organization merely on the claim that it is a church. **Twelve Baskets Food Bank**, 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. A distinct legal existence
- _____ 2. A recognized Creed or Form of Worship
- _____ 3. A definite Code of Doctrine and Discipline
- _____ 4. A distinct religious history
- _____ 5. A membership not associated with any (other) Church or Denomination
- _____ 6. A complete organization of Ordained Ministers ministering to their congregations
- _____ 7. Ordained ministers elected after completing prescribed course of study
- _____ 8. A literature of its own
- _____ 9. Established places of worship
- _____ 10. Regular congregations
- _____ 11. Regular religious services
- _____ 12. Sunday schools for religious instruction of the Young
- _____ 13. Schools for the preparation of its ministers
- _____ 14. A definite and distinct ecclesiastical government

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 the designation of a CHURCH. I certify that our church meets these standards.

I agree that all food and related products from **Twelve Baskets Food Bank** will be used as stated and that NO CHARGE will be assessed to anyone receiving these products. I agree that my organization will maintain products in accordance with accepted standards. I agree to contribute a Shared Maintenance Fee to **Twelve Baskets Food Bank** for the product received. I agree that my organization will also reimburse **Twelve Baskets Food Bank** for value added products at a per pound rate, I agree that my organization will be monitored by **Twelve Baskets Food Bank** in accordance with Second Harvest National Network guidelines, and by USDA representatives if I receive those products.

Twelve Baskets Food Bank and the organization listed below agree that no "agency" exists, real or implied, between **Twelve Baskets Food Bank** and the below-listed organization, and this same organization agrees that it will not refer to or describe itself as an "agency" of **Twelve Baskets Food Bank**, either verbally or in writing, whether to its own personnel or to volunteers, or to third parties.

Date: _____

Church Name: _____

Address: _____

Print Pastor's Name

Signature of Pastor

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RELEASE OF LIABILITY

WHEREAS, **Twelve Baskets Food Bank** has offered to provide and supply certain food, foodstuffs, and related items, as available to _____ (Organization Name), an IRS 501(c)(3) organization, or Church according to the 14-point checklist, hereinafter referred to as DONEE, and

WHEREAS the DONEE has warranted to **Twelve Baskets Food Bank** that all items received will be duly inspected by 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 and IRS 501(c)(3) organization, or a Church according to the 14-point checklist.
2. **Twelve Baskets Food Bank** 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 evaluating, 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 **Twelve Baskets Food Bank** 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 **Twelve Baskets Food Bank**.
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 the DONEE will neither offer for sale, sell, transfer, nor barter the items supplied by **Twelve Baskets Food Bank** for money, other properties, or services.
10. 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 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.

Date: _____

Name of Executive Director/Director (for IRS 501(c)(3) organization)

(Please Print)

Signature of Executive Director/Director

Name of Board President/Pastor (for Churches under 14-point checklist)

(Please Print)

Signature of Board President/Pastor



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PART 5 (Complete ONLY if you have a Parent Organization)

STATEMENT OF RESPONSIBILITY OF 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. ****

I hereby verify that _____ is a

(Name of Organization)

legitimate part of our enhanced operation. We assume full fiscal and legal responsibility for their actions in relation to the service given by Twelve Baskets Food Bank and for its criteria for said service.

Parent Organization

Street Address

City _____ State _____ Zip _____

Signature

(Must be Chief Executive Officer, President, or Chairman of the Parent or Umbrella Organization)

Typed or Printed Name

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