



Agency Development

AVON Partnership Application





Commodity Assistance Application
AVON

Agencies requesting commodity assistance through Special Projects should complete and return the following documents to:

- Commodity Assistance
- Partner Agency Agreement
- 501(c)(3) declaration letter issued by the IRS OR
- NGO Certification of Registration OR
- Churches may provide Articles of Incorporation
- Brochures, news clippings or other information regarding your organization

Return these items by fax or mail to:
Agency Development
P.O. Box 101
Oklahoma City, OK 73101
Fax: 405.949.5169

To avoid delays in processing your application, answer all questions completely and ensure all required documents are included.
Make copies of all paperwork for your files before remitting items to Feed The Children.

Date: _____

Name of Organization: _____

Street Address: _____

(Must be the physical address - P.O. Boxes are not applicable)

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

County: _____ Country: _____

Agency Phone Number: _____ Fax: _____

Additional Numbers: _____

Website Address: _____

Primary Contact: _____ Title: _____

Email Address: _____ Phone: _____

Alternate Contact: _____ Title: _____

Email Address: _____ Phone: _____

How did you learn about Feed The Children? _____

Who may we thank for referring you? _____

Are you participating in an upcoming Feed The Children event? Yes _____ No _____

What's the event date? _____

Feed The Children collects information following the U.S. Department of the Treasury Best Practices Guidelines for Anti-Terrorist Financing. As such, in addition to the following information, copies of incorporation, contracts, agreements, indentures, franchises, licenses and permits pertaining to the incorporation of your organization might be required before approval to become a Feed The Children partner agency will be granted.



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1. Has your organization been declared a nonprofit by the federal government? _____ Yes _____ No

2. Is your organization affiliated with any national, state or local organization or church denomination?

If yes, list the name and address of same: _____ Yes _____ No

3. When was your organization founded? _____ Who is the Executive Director? _____

4. **Attach list of organization's Board of Directors or Board of Trustees on separate page.**

5. Are recipients charged any fees for specific services or products, including storage and/or handling?

If yes please explain what fees are charged _____ Yes _____ No

6. Are donations required from recipients to receive commodities? _____ Yes _____ No

7. Are individuals required to work or volunteer in exchange for food? _____ Yes _____ No

8. Does your organization provide assistance to other agencies? _____ Yes * _____ No

* **Partnering or Sharing Agencies:** If your organization partners or shares with others, list those organizations on an attached page.

9. What qualifications are used to determine recipient eligibility? _____

10. How many families does your organization assist each month? _____

11. How many individuals does your organization assist each month? _____

12. Does your organization have warehouse and/or storage space? _____ Yes _____ No

13. What is the physical location(s) of your organization's warehouse(s) or storage space(s)? _____

14. What is the square footage of your storage space(s)? _____

15. How many loading docks are available? _____

16. What are the warehouse/storage space hours of operation? _____ a.m. _____ p.m.

Circle days: M T W Th F Sa Su

17. Use a number to indicate the access availability of the following:

Semi: _____ Own _____ Access _____ Rental _____ N/A

Van: _____ Own _____ Access _____ Rental _____ N/A

Box Van: _____ Own _____ Access _____ Rental _____ N/A

Pickup: _____ Own _____ Access _____ Rental _____ N/A

Refrigerated Truck: _____ Own _____ Access _____ Rental _____ N/A

Refrigerated Van: _____ Own _____ Access _____ Rental _____ N/A

Other transport vehicle: _____ Own _____ Access _____ Rental _____ N/A

describe: _____

Forklift: _____ Own _____ Access _____ Rental _____ N/A

Pallet Jack: _____ Own _____ Access _____ Rental _____ N/A

Do not forget to include your 501(C)(3) or tax exempt documentation.



Our Donations **MAY NOT BE SOLD!**

Donations received through Feed The Children may not be sold, bartered or exchanged. Feed The Children aggressively protects its donors from the unacceptable practices of the sale, barter or exchange of donated items. We expect our partners (and their associated agencies) to abide by our policies and guidelines and to report partners and agencies that do not.

Feed The Children takes such complaints very seriously. All complaints are investigated and appropriate legal action, criminal and/or civil, are taken against any partner who is not using received items in compliance with Feed The Children guidelines. Feed The Children cooperates fully with all law enforcement and administrative agencies while investigating complaints. Further, agencies not using received items in compliance with Feed The Children guidelines are terminated.

Partners should realize that violation of Feed The Children's policy against the sale, barter or exchange of donated items has far-reaching implications. Donors discontinue their provisions of food and supplies that other partner agencies rely upon to meet the needs of children and families.

Please report violations to Agency Compliance at (800) 627-4556.

I have read and agree to adhere to this policy:

Agency Name

Date

*Signature of Executive Director/Senior Pastor

Printed Name of Executive Director/Senior Pastor

****Must be signed by the head of the organization applying for commodity assistance; i.e. Executive Director, Senior Pastor, President, etc***



PARTNER AGENCY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 20____, by and between Feed The Children, Inc. 333 N. Meridian, Oklahoma City, Oklahoma 73107 (hereinafter referred to as "FTC") and

_____ (hereinafter referred to as "Donee"), located at _____

Terms: This Agreement shall be effective as of July 1, 1999, even if executed prior to or after such date and shall continue in effect until terminated by either party as provided herein. ____ (*please initial here*)

Parties Relationship: FTC has offered to provide and supply certain foods, clothing, building materials, or other donated products, as available, to Donee in FTC's sole discretion. By accepting any donation from FTC, Donee hereby understands, warrants, represents, guarantees and covenants to abide by the following terms and conditions.

Terms and Conditions

1. Donee has filed a Commodity Assistance Application Form with FTC.
2. Donee has been awarded the tax exempt status of 501(c)3 by the Internal Revenue Service and has filed its exempt status letter with FTC. Other evidence of exempt status may be submitted and accepted, in FTC's sole discretion.
3. FTC and the primary donor have specifically disclaimed any warranties or representations, express or implied, as to the purity or fitness for consumption and/or use of any or all such donated items.
4. FTC accepts all donations in conformance with the Bill Emerson Good Samaritan Food Donation Act.
5. All items are accepted by Donee on an "as is" Condition.
6. Donee will inspect all items received from FTC. Donee agrees to notify FTC promptly if any items are damaged or are unfit for human consumption, or cannot be used safely.
7. Donee agrees to provide sufficient and safe storage space for donated items that will protect the integrity of the product(s) until they can be distributed to those in need.
8. Donee agrees to hold FTC and the primary donor harmless from all actions in a court of law or equity, arising out of, or attributed to, any action by the Donee in connection with Donee's storage and/or use of the items supplied by FTC.
9. Donee agrees to secure and maintain all necessary licenses, certifications or approvals as required by federal, state, county or municipals laws and/or regulations.
10. Donee agrees that it will use items received from FTC solely for projects within Donee's organization relating to its exempt purpose. There will sometimes be large volumes of items and occasionally one approved exempt organization would like to share with other agencies and/or exempt organizations in the local area. Sharing organizations shall file a Commodity Assistance Form with FTC and sign a Partner/Agency Agreement. Such sharing of items must be pre-approved by the Fulfillment Department. Use of the items for any other reason must be approved by FTC in writing prior to distribution of the items.
11. Donee agrees that it will neither offer for sale, sell, transfer, nor barter the products supplied by FTC in exchange for money, other negotiable instruments, or other tangible or intangible goods or services. Donee agrees that no fees of any kind will be paid by the end recipient.
12. Donee agrees to adhere to all donor conditions that are currently in effect, or may hereafter go into effect. All donor conditions shall be communicated to the Donee in writing. The donor is the original source of the commodity.
13. Donee agrees that it records all donations and keeps records in accordance with generally accepted accounting principles. FTC shall have reasonable access to Donee's records as pertains to commodities received from FTC.
14. Donee agrees that all of FTC's offers of donations are subject to withdrawal or cancellation without prior notice.
15. Donee agrees that it will not contact any media sources concerning FTC regarding any of the commodities it received from FTC. In the event any of the commodities received from FTC are in a defective condition from any cause whatsoever, Donee agrees that it will contact FTC directly and will not contact any media sources.
16. Donee agrees that violation of the above and foregoing conditions will automatically terminate this Agreement. Further, FTC shall report such violations to the proper authorities and will pursue all criminal and civil penalties, sanctions and remedies to the full extent of the law.
17. Donee agrees to notify FTC in writing when there are significant changes in management, purpose or the operations of Donee.



Notice of Termination: As provided herein, either party may terminate this Agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination. All other rights and duties of the parties shall continue during the notice period.

Governing Law: This Agreement shall be governed by the Laws of the State of Oklahoma.

Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

Modification: No modification, addition, termination, discharge, waiver or alteration of any provision of this Agreement shall be binding unless in writing and signed by persons authorized to sign agreements on behalf of FTC and Donee, respectively.

Legal Construction: If any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended, to delete or modify, as necessary, the invalid or unenforceable provision, or portion thereof, in order to render valid and enforceable all remaining provisions of the Agreement. Such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had never inserted in this Agreement.

General: All notices under this Agreement shall be in writing and shall be sufficiently given if served upon and received by the party, or if sent certified or registered mail, return receipt requested, postage pre-paid, and addressed to the party's address listed above.

Entire Agreement: This Agreement contains the entire Agreement between the parties hereto with respect to transactions contemplated hereby, and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof. If any action at law or equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

EXECUTED at Oklahoma City, Oklahoma County, Oklahoma on the day and year first above written.

*Signature of Executive Director/Senior Pastor: _____

Title: _____

Print Name of Executive Director/Senior Pastor: _____

Print Agency Name: _____

Feed The Children, Inc.

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

Partner/agency agreement 1/03

**Must be signed by the head of the organization applying for commodity assistance; i.e. Executive Director, Senior Pastor, President, etc.*

CAPTURE THE MOMENT...

HELP FEED THE CHILDREN CAPTURE THOSE STILL IMAGES AND SPINE-TINGLING TESTIMONIALS TO SHOW OUR DONOR PARTNERS THE VALUE THEY BRING EVERY TIME THEY DONATE TO US.

...THROUGH PICTURES & WORDS.

You are an important part of this process in so many ways and we thank you! We would like to ask you to help us receive additional donations by helping capture pictures that we can share with our donors. We would appreciate receiving the following type of pictures from each event and distribution:

...THROUGH PICTURES.

#1 Pictures of children and families - need many pictures with children and families with the products. Smiles are contagious and our donors need to see their products are appreciated.

We would appreciate any and all pictures with the products or holding Feed The Children boxes - big smiles!

#2 Pictures of groups - help us show the magnitude of people helped. Donors need to see that their donation made a difference to many people and their continued donations are needed and appreciated.

#3 Pictures of volunteers - capture pictures of volunteers hard at work delivering hope and smiles.

...THROUGH WORDS.

Please share or forward copies of thank you's or positive comments you receive or hear. We'd love to include this in our feedback reports to our donors.

YOUR EFFORTS ARE MEDIA WORTHY...

Feed The Children encourages you to invite your local media to attend your media-worthy distributions. By contacting your local media you are helping feed even more children by the awareness, not only for the donor who donates products to you but for your agency, showing you are making a difference in your own community. More exposure helps increase donations and helps feed more children. It's a win-win!

Please submit any pictures, feedback and testimonials electronically along with the 'event photo release sign in' sheet to:

Carey Freeman
Gift In Kind

Phone: 800-627-4556 x4287

Direct: 405-815-4287

carey.freeman@feedthechildren.org

PT-M-1(0209)



It's who we are. It's what we do.

PO Box 101
Oklahoma City, OK 73101



Consent and Release Agreement

Being over the age of majority and competent to enter into this Consent and Release Agreement, does hereby give consent and permission to Feed The Children, Inc., its officers, directors, agents and employees that Feed The Children, Inc.:

1. May use, publish or reprint in whole or in part any statement, endorsement or quotation material or items produced on behalf of Feed The Children, made by me or my children;
2. Shall have the unrestricted right to record and broadcast the appearance of myself or my children, property or any other form of participation for video taping for television purposes, including the broadcast, reproduction or distribution through any media or medium it desires, including but not limited to, newspapers, books, magazines, television and radio and further that Feed The Children is the sole and exclusive owner of all right in and to the contents of the recorded performance(s) in which I or my children will perform;
3. Shall have the unrestricted right to broadcast the voice and videotape or photographic image of me or my children and to circulate and publish the same in its or their original negative form, or as retouched, recomposed or otherwise altered for any and all commercial purposes, including publication, commercial advertising and promotion of every description.

The undersigned does hereby agree to indemnify and hold harmless Feed The Children, Inc., its officers, directors, agents and employees from and against any and all claims, damages, costs and attorney's fees brought against Feed The Children, Inc. or any person or entity holding an interest there under as a result of any action taken pursuant to this Agreement.

I further state that no representations, other than those stated above, have been made at any time to me by Feed The Children or any of its representatives.

I further state that this Release and Consent Agreement shall apply to any of my children or to any child for which I am the legal guardian. I further state that I have the legal authority to enter into this Agreement on behalf of my children or on behalf of any child for which I am the legal guardian.

I further state that I fully understand the terms and conditions of this Consent and Release Agreement.