



**DESCRIPTION OF AGENCY:**

1. Are you a nonprofit organization? Yes  No

2. FEIN No. (IRS Federal Employer ID #) \_\_\_\_\_

3. Does your organization function under:  
a. An "umbrella" organization? Yes  No   
b. A "parent" organization? Yes  No

4. If yes for 3a or 3b, which one? \_\_\_\_\_

**SERVICES OFFERED:**

Please describe the services provided where Peoria Area Food Bank product will be used. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERTINENT INFORMATION:**

1. Storage capacity (in cubic feet): \_\_\_\_\_

2. How many volunteers do you have? \_\_\_\_\_

3. Do you possess adequate vehicles to pick up product? \_\_\_\_\_

**STATISTICS REGARDING TYPE AND AMOUNT OF SERVICES RENDERED:**

1. Does your agency have any restrictions on receiving product from your agency?  
\_\_\_\_\_

2. If the answer to question 1 is "yes", please describe your restrictions.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Does your agency charge fees for its services? \_\_\_\_\_

4. Approximately how many individuals receive food from your agency in a month?  
  
\_\_\_\_\_ (pantry) \_\_\_\_\_ (on-site meals)

5. Will you allow information on your agency to be shared?  Yes  No

***Enclose with this application:***

- 501 (c) 3 Determination Letter or Group Determination letter with public listing
- Signed release form (attached)
- Signed Agreement to distribute donated products (attached)

**Please mail as soon as possible to:** **Peoria Area Food Bank**  
**721 W. McBean Street**  
**Peoria, IL 61605**

I hereby certify that the organization applying for membership is considered a 501 (c) (3) organization under the guidelines provided by the IRS, and that all information contained on this application is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Agency Director

\_\_\_\_\_  
Date

# Peoria Area Food Bank

721 W. McBean Street, Peoria, IL 61605 Phone: (309) 671-3906 Fax: (309) 671-3925

## AGREEMENT TO DISTRIBUTE DONATED PRODUCTS

Food and other product received from the Peoria Area Food Bank cannot be sold in any manner by our member agencies, but must be given away free of charge to needy individuals. Acceptance of any financial stipend for any donated product violates the entire premise on which the concept of food banking is based. Acceptance of any financial stipend for donated product is a misdemeanor in the state of Illinois as well as a violation of federal law and will result in automatic cancellation of membership in the Peoria Area Food Bank. Furthermore, any product received from the Peoria Area Food Bank cannot be bartered with or traded for any product or services rendered.

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Member Agency

Agrees to distribute donated items from the Peoria Area Food Bank and hereby agrees that it will not sell or charge in any way for these items. If a Peoria Area Food Bank member agency is not in complete compliance with this contract, their membership will be terminated and the case will be turned over to the appropriate authorities.

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Agency Director

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Date

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Witness

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Date

## Peoria Area Food Bank

721 W. McBean Street, Peoria, IL 61605 Phone: (309) 671-3906 Fax: (309) 671-3925

### AGENCY AGREEMENT/FORM OF RELEASE

The service agency named below ("agency"), confirming that it has complied with membership requirements of Peoria Area Food Bank, hereby agrees to accept food that such food bank will make available to the agency for its distribution upon the following terms and conditions:

1. The agency agrees that it will abide by the policies, procedures, and record keeping requirements of the Peoria Area Food Bank.
2. The agency accepts the food "as is." No representations or warranties, express or implied, are made by Peoria Area Food Bank regarding the food's fitness for human consumption.
3. The agency is willing to adhere to additional donor stipulations.
4. When picking up food from the Peoria Area Food Bank, the agency agrees to verify their order is correct and sign an itemized invoice **before** leaving the food bank. If product is discovered missing **after** the agency has signed an itemized invoice and left the food bank premises, no credit will be awarded the agency.
5. When product is being delivered to the agency, the agency agrees to verify that the order is correct and sign an itemized bill of lading **before** the food bank driver leaves their premises. If product is discovered missing **after** the agency has signed an itemized bill of lading and the food bank driver has left their premises, no credit will be awarded the agency.
6. The agency agrees to inspect the food as soon after receipt as is practicable to determine whether the food is fit for human consumption. If not, the agency will immediately advise the food bank.
7. The agency agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
8. The agency agrees to return to the food bank any food upon notice that such food is not fit for human consumption as soon as reasonably possible.
9. The agency agrees to comply with all laws and ordinances concerning the storage, preparation, and distribution of food.
10. The agency hereby affirms that the original donor, the Peoria Area Food Bank, and Feeding America are released by the agency from any liabilities resulting from the donated goods, are held harmless from any claims or obligations in regard to the agency or the donated good, and offer no express warranties in relation to the gift of goods.
11. The agency agrees to indemnify and hold Peoria Area Food Bank harmless for any claim or lawsuit by any person or entity against Peoria Area Food Bank for product liability or otherwise for food distributed by said agency. Said indemnification shall include, but not be limited to, indemnification by the agency

for any judgment amount entered against Peoria Area Food Bank, as well as payment of Peoria Area Food Bank's attorney's fees.

12. The agency acknowledges that the food is donated to further charitable (non-commercial) purposes and, therefore, the agency agrees not to sell, trade, barter or offer to sell the food or exchange it for services.
13. The agency hereby agrees to assume any and all responsibility for food product liability relating to any act or failure to act by the agency associated with distribution, storage, preparation, or service of the food after the agency assumes possession of the food.
14. The agency agrees to notify the food bank whenever it receives notice of any claim liability with respect to the food received from the Peoria Area Food Bank.
15. The agency 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.

Dated: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Legally Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Donee Organization (Agency)

\_\_\_\_\_  
Street Address of Donee

\_\_\_\_\_  
City, State, and Zip Code of Donee

\_\_\_\_\_  
Telephone Number of Donee