



# **GIFT ACCEPTANCE POLICY**



**BOYS & GIRLS CLUBS  
OF TOLEDO**



# TABLE OF CONTENTS

<b>Who We Are</b>	3
<b>Overview</b>	4-5
Commitment to Mission	4
Commitment to Donors	4
Gift Review Process	5
Controversial Funding Sources	5
Definition of Fair Market Value	5
Financial Accounting	5
Disposition	5
<b>Outright Gifts</b>	6-11
Disclaimer	6
Cash & Cash Equivalents	6
Memorials and Honorariums	6
Gifts-in-Kind	6
Employer-sponsored Matching Gifts	7
Gifts from Donor Advised Funds	7
Publicly Traded Securities	7
Closely Held Securities	7
Mutual Fund Shares	8
Qualified Retirement Assets	8
Real Estate	9
Tangible Personal Property	10
Motor Vehicles	11
Quid Pro Quo Contributions	11
<b>Planned &amp; Deferred Gifts</b>	12-15
Bequests	12
Life Insurance	13
Charitable Gift Annuities	13
Charitable Remainder Trusts	14
Charitable Lead Trusts	15
<b>Restricted Gifts</b>	16
<b>Enforcement of Pledges</b>	17
<b>Naming Opportunities &amp; Recognition</b>	18-19
Donor Recognition & Signage	18
Honorarium Recognitions	18
Recognition Table	19
<b>National Donor Societies</b>	20
<b>Appendix A: Annual Giving Form</b>	22
<b>Appendix B: Heritage Society Form</b>	23
<b>Appendix C: Endowment Fund Agreement</b>	24-25
<b>Appendix D: Offer to Donate Real Estate</b>	26-27
<b>Appendix E: Donation of Real Estate Agreement</b>	28-31
<b>Appendix F: Third Party Fundraising Application Form</b>	32-33
<b>Appendix G: Donor Advised Funds</b>	34
<b>Appendix H: Gifts Processing &amp; Acknowledgment Policies</b>	35-36

# WHO WE ARE



## Our Mission

To enable all young people, especially those who need us most, to reach their full potential as **PRODUCTIVE, CARING, RESPONSIBLE CITIZENS.**

## Our Vision

Success is within the reach of every child. We believe every child deserves a safe place to learn and grow; ongoing relationships with caring adult professionals; life-enhancing programs, character development experiences, and hope and opportunity for the future.

Four key characteristics define the Club experience:

- **Dedicated Youth Facility:** The Clubs are a place designed for youth programs and activities.
- **Open Daily:** The Clubs are open Monday through Friday, after school and in the summer, when children need positive, productive outlets.
- **Professional Staff:** Every Club has full and part-time staff who are trained in youth development. Volunteers also provide key supplementary support.
- **Available and Affordable:** Membership dues are affordable, and the Clubs reach out to children who may be without access to other community programs.



## Our Formula for Impact

We are committed to changing lives. By measuring how much Club kids and teens are achieving, we can determine how effectively the Club experience is helping America's youth build great futures. Our Formula for Impact measures success in these areas:

- **Academic Success:** Graduate from high school ready for college, trade school, military or employment.
- **Good Character & Citizenship:** Be an engaged citizen involved in the community, register to vote and model good character.
- **Healthy Lifestyles:** Adopt a healthy diet, practice healthy lifestyle choices and make a lifelong commitment to fitness.



# OVERVIEW

This Gift Acceptance Policy will provide guidelines to representatives of the Boys & Girls Clubs of Toledo ("BGCT") who may be involved in the acceptance of gifts, to outside advisors who may assist in the gift-planning process, and to prospective donors who may wish to make gifts to BGCT. This policy is a guide and allows for flexibility on a case-by-case basis.

BGCT is committed to treating donors with respect, gratitude, and consideration. All interactions with donors are governed by the Gift Acceptance Policy as set forth here.

## Commitment to Mission

The Boys & Girls Clubs of Toledo solicits and gratefully accepts cash, non-cash, and in-kind donations, that help us fulfill our mission **"to enable all young people, especially those who need us most, to reach their full potential as PRODUCTIVE, CARING, RESPONSIBLE citizens."**

When exploring whether to solicit specific support, BGCT considers the following:

- **Impact on Community** - How will the contribution impact the community we serve?
- **Public Relationships** - How might acceptance of the gift impact BGCT's reputation?
- **Consistency** - Is acceptance of the gift consistent with best practices?
- **Effect on Future Giving** - How will accepting/declining the contribution impact future gifts?

## Commitment to Donors

BGCT and its representatives will endeavor to assist donors in accomplishing their philanthropic objectives in accordance with the following principles:

- **Confidentiality** - Information concerning all transactions between a donor and BGCT shall be held in strict confidence and may be publicly disclosed only with the permission of the donor or when required by law.
- **Anonymity** - BGCT shall respect the wishes of donors who choose to support the Club anonymously, except where such anonymity violates the law.
- **Data-Driven** - Bloomerang is the current official repository for all philanthropic gifts and charitable grants to BGCT. It keeps detailed historical records of gifts and charitable grants as well as biographical data on donors and prospective donors.
- **Disclaimer** - BGCT does not provide personal legal, financial, tax compliance, or other professional advice to donors. While Resource Development & Communications (RDC) staff may provide illustrations, including calculations, and draft documents prepared for consideration, **before making a gift, donors are advised to seek the assistance of their own legal counsel to ensure the proposed gift is in compliance with any tax, gift, or federal law.**

## Gift Review Process

The Director of Resource Development & Communications (RDC) will review all prospective major



# OVERVIEW

gifts and partnerships. Concerns about potential gifts and/or donors will be raised with the CEO, and the CEO and Director of RDC will then have the option to convene a staff review committee. The review committee will be comprised of the CEO, CFO, and other members of the leadership team who will evaluate the proposed contribution to assess whether the benefits outweigh the risks to BGCT and the community we serve.

The Board of Trustees' Resource Development & Communications Committee and Finance Committee will have authority over questions that arise in the review and acceptance of gifts, and for unrestricted gifts over \$100,000 made to BGCT. The committees will review the donation, consistent with the Gift Acceptance Policy, and make a final decision on gift acceptance.

BGCT reserves the right to refuse or return any gift that:

- is not consistent with BGCT's mission;
- could introduce a conflict of interest;
- could expose BGCT to liability and/or adverse publicity; or
- could violate local, state, or federal law.

All decisions to solicit and/or accept potentially controversial gifts will be made by the CEO in consultation with the review committee, and in some cases, members of the Board.

## **Controversial Funding Sources**

The Boys & Girls Clubs of Toledo reserves the right to decline any gift that may generate controversy in such a way as to distract from the Club's mission, or that may be perceived as potentially damaging to BGCT's reputation or financial standing.

Gifts will not be accepted that involve unlawful discrimination based on race, religion, sex, age, national origin, color, disability, orientation, or any other basis prohibited by federal, state, and/or local laws and regulations, or BGCT policy. Nor can BGCT accept gifts that may result in a violation of any other applicable laws or regulations or which violate the mission of BGCT.

## **Definition of Fair Market Value**

Unless otherwise noted herein, gifts will be valued and reported at fair market value as defined in U.S. Treasury regulations: "The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having a reasonable knowledge of relevant facts."

## **Financial Accounting**

The value of a gift for gift reporting purposes may vary from the tax deduction value (if any) or the value used in recording the gift on financial statements.

## **Disposition**

It is the general policy of the Club that gift assets will be converted to cash as soon as practicable.

# OUTRIGHT GIFTS

## Disclaimer

**Before making a gift, donors are advised to seek the assistance of their own legal counsel to ensure the proposed gift is in compliance with any tax, gift, or federal law.**

## Cash & Cash Equivalents

The Boys & Girls Clubs of Toledo prefers gifts by cash, check, and electronic funds transfer, regardless of the amount. Checks shall be made payable to "The Boys & Girls Clubs of Toledo" or "Friends of BGCT." In no event shall a check be made payable to an individual who represents BGCT or the Club in any capacity. When cash donations are accepted, it is the responsibility of BGCT staff to ensure that members of the Leadership Team are made aware of this donation for security purposes. Donations paid via credit card will not be accepted for amounts over \$5,000.

## Memorial and Honorarium Gifts

All memorial and honorarium gifts will be placed in the general operating fund unless specifically designated by the donor to serve another purpose. Memorial and honorarium gifts will be noted in the annual report and acknowledgments will be sent to the donor and person for whom the gift is named.

## Gifts-in-Kind

Gifts-in-Kind can be accepted by BGCT assuming they will be useful to fulfill the Club's mission.

- Gifts-in-Kind might include such items as equipment, software, printed materials, food or other items used for the Club's benefit.

## FORMULA FOR IMPACT





# OUTRIGHT GIFTS

- BGCT may also accept in-kind and tangible personal property contributions that it intends to sell for the benefit of the Club. At the time of acceptance, the donor should provide BGCT with an estimated fair market value of the item which BGCT will share with potential buyers and receipt accordingly.

## **Employer-Sponsored Matching Gifts**

A matching gift may be received from a company or a company-funded foundation, matching a gift given to BGCT by an employee, retired employee, or a director of the company, foundation, or other organization. Donors will receive hard credit for their gift and soft credit for matching gifts. *(A soft credit occurs when a donor makes a gift but credits someone else for it. The hard credit goes to the account or donor. However, a soft credit goes to the one who receives the credit for it).*

Potential matching gifts cannot be entered as a part of a pledge the donor makes for future support since those are not funds the donor has control of or is irrevocably entitled to receive.

## **Gifts from Donor Advised Funds**

A gift from a donor advised fund will be treated as a direct gift from the foundation or organization issuing the funds. In most cases, the award letter includes a statement that the gift cannot be used to satisfy a pledge payment for the fund's owner who made the recommendation of a gift to BGCT. The fund's owner has already received gift/tax credit from the advised fund manager for the original gift and will receive soft credit from BGCT. *(See Appendix G for more information).*

The U.S. Pension Protection Act of 2006 establishes certain restrictions applying to donor advised funds. It's important to be aware of these to make sure that a donation through a DAF meets your needs and charitable intent. The restrictions that most often impact donors concern pledges (new and existing), providing multi-year support and accepting donor benefits.

## **Publicly Traded Securities**

The Boys & Girls Clubs of Toledo can accept readily marketable securities such as those traded on a stock exchange. The following policies should be followed when accepting a gift of securities:

- Marketable securities will be valued at the average of the high and low market value on the date the donor relinquishes control of the assets to BGCT. Closely held stock will be valued at the per-share cash purchase price of the most recent transaction.
- A donation of securities to BGCT should be liquidated immediately. However, if the form or designation of the gift allows the possibility that it will be directed to the Endowment, a decision regarding the liquidation of the securities will be deferred until that determination is made. If the funds are to be directed to the Endowment, the certificates will be given to the Board Treasurer who will then act on the Executive Committee's behalf to sell or hold the securities.

# OUTRIGHT GIFTS

## **Closely Held Securities**

BGCT may accept gifts of closely held securities on a case-by-case basis. Acceptance may require consultation with the Club's legal counsel. Some basic guidelines and principles are outlined here:

- In considering a gift of closely held stock, the Board of Trustees must assess whether the proposed gift's market value can be readily and reliably determined and the ease with which the stock can be disposed.
- Gifts of S Corporations will be subject to additional scrutiny as they may cause the Club to incur capital gains tax and Unrelated Business Income Tax (UBIT) liabilities.
- Gifts of closely held stock exceeding \$10,000, will be valued at the fair market value placed on them by a qualified independent appraiser as required by the IRS for valuing gifts of stocks that are not publicly traded.
- Gifts of closely held stock valued at \$10,000 or less may be valued at the per-share cash purchase price of the most recent transaction. If no redemption was made recently, such a gift may be reported at the value placed on the shares by an independent certified public accountant who audits the books for the corporation.

In a written disclosure, the CEO will advise the prospective donor that:

- the donor is responsible for the costs of the appraisal;
- the donor should consult a tax advisor regarding forms that must be filed with the IRS;
- BGCT intends to liquidate the securities as soon as practicable; and that
- BGCT will comply with all IRS reporting requirements including the filing of Form 8282 if the gift is liquidated within two years of the gift date.

## **Mutual Fund Shares**

When accepting a gift of mutual fund shares, BGCT shall follow basic principles outlined here:

- Mutual fund shares will be valued at their public redemption price on the date of the gift. If there is no such quotation for the fund on the date of the gift (e.g., because the gift is made on a Saturday, Sunday or holiday), BGCT will report the shares at the previous public redemption price quoted by the fund.
- Since the transfers of mutual funds vary widely from firm to firm, gifts of mutual funds are dealt with on a case-by-case basis and may not be able to be transferred to or accepted by BGCT.

## **Qualified Retirement Assets**

The Boys & Girls Clubs of Toledo will generally accept distributions from a donor's retirement account. Qualified retirement plans and individual retirement accounts are trusts or custodial accounts that hold a person's tax-deferred retirement assets. Distributions from a retirement account are typically cash and are valued as such. There are several ways a donor can make a gift of retirement assets to BGCT.



# OUTRIGHT GIFTS

- **IRA Charitable Rollover** - Donors age 70½ or older can transfer up to \$100,000 annually from their IRA accounts directly to BGCT without first having to recognize the distribution as income. A qualifying rollover distribution can also count towards the donor's required minimum distribution. The donor does not receive a charitable income tax deduction for this type of charitable gift. IRA Charitable Rollover gifts cannot be added to a donor advised fund. Donors cannot receive any benefit in exchange for this type of charitable gift (e.g., recognition, membership credit, etc.).
- **Lifetime Distribution** - Under the standard IRA distribution rules, if a donor takes a distribution out of an IRA and gives it to BGCT, the distribution must be included in the donor's gross income. The donor may receive a corresponding charitable income tax deduction, but this deduction is subject to percentage limitations. As a result, it may not be beneficial for a donor to contribute retirement account assets to BGCT during his or her lifetime, unless it is done via IRA charitable rollover.
- **Testamentary Distribution** - BGCT can accept a distribution from a donor's retirement account upon their death. The distribution can be set as a dollar amount or a percentage of a retirement account. A donor can also name BGCT as a contingent charitable beneficiary on the plan (e.g., the beneficiary if one or more named beneficiaries predecease the donor). A donor can typically add a charitable beneficiary on a retirement account by updating their standard change of beneficiary form. Depending on the policy, the donor's spouse may need to consent to this change. No receipt is required for gifts received upon the donor's death.

## Real Estate

All gifts of real estate must be evaluated and inspected by an authorized representative of BGCT and will be subject to approval by the Board of Trustees prior to acceptance. Any and all costs associated with deeds, appraisals, reports, environmental audits, etc. will be borne by the donor.

The following information and/or documentation should be obtained prior to acceptance:

- A memorandum summarizing salient points (including fair market value, debt, taxes, potential liabilities, etc.) regarding the real property will be prepared.
- A copy of the current deed, a full description of the property and any and all property tax bills should be obtained. A preliminary title report should be ordered. The gift will be reviewed with the presumption that the title will be marketable.
- Copies of all mortgages, notes and trust deeds along with the donor's current loan statement(s) should be obtained, if applicable.
- A qualified appraisal report or two broker price opinion letters should be obtained.
- An acceptable Phase I environmental audit will be obtained if the property is or has previously been commercial property, or if BGCT has reason to believe there are environmental concerns with the property.

# OUTRIGHT GIFTS

The following policies set forth the requirements for evaluating and accepting gifts of real property:

- Obtain an acceptable deed. The cost of obtaining necessary documents should be borne by the donor; however, exceptions may be made based on special circumstances.
- A current Certificate of Insurance naming BGCT as loss payee should be obtained and must contain a 30-day written notice of cancellation provision.
- The donor should pay for costs incurred for an appraisal and a title report. Tax deductions may be available to the donor for these expenses.

Other considerations for accepting gifts of real property include, but are not limited to:

- The Board of Trustees will only accept real estate which can be used by BGCT in furtherance of its charitable purposes or can be sold within a reasonable period of time, no more than one full calendar year.
- Gifts of real estate presented to BGCT and/or its entities must meet all city, county, state, and federal environmental statutes regarding hazardous or toxic waste conditions.
- All gifts of real estate must be free of city, county, state, or federal restrictions covering threatened or endangered species or other limiting regulations regarding future land use.
- BGCT should determine the potential for marketability and/or potential use prior to acceptance of the property. If a potential or future use is not identified by BGCT within one calendar year, the real property may be sold.
- Sometimes a particular type of property cannot, or should not, be sold immediately. If the income from the property, if any, is not sufficient to cover the development costs, the donor should continue paying all costs involved in owning the property. BGCT may respond favorably to a real property gift agreement that protects BGCT from holding costs involved with owning certain types of real property.
- If the property is mortgaged, the donor should continue making mortgage payments. If the real property transfer is an outright gift from the donor, BGCT expects this individual will continue making the payments until the mortgage is paid off or the property is sold.

## **Tangible Personal Property**

The Boys & Girls Clubs of Toledo can accept tangible personal property from individuals and businesses including real estate, vehicles, equipment, and gifts-in-kind.

- Any physical property in excess of \$10,000, that is not able to be used for the operations of BGCT will be addressed at the next meeting of the Finance Committee. A decision will be made at that time whether to retain the donated asset or liquidate the asset at the earliest convenience.
- BGCT accepts new school supplies, books, educational materials, games, toys, winter weather apparel, and office supplies. Gently used books, art supplies, and office supplies are also accepted.
- If the time or cost of storing, selling, or donating exceeds the value of the gifted item(s), the physical property donation may be declined.
- BGCT will not accept some tangible items such as used pianos, clothing, furniture, or perishables.



# OUTRIGHT GIFTS

## Motor Vehicles

When donors want to make a gift of a vehicle to BGCT, the following guidelines will be followed:

- A “clean” title is required for donations of motor vehicles.
- The valuation of the vehicle will be based on the actual sale price of the vehicle when sold by BGCT.
- Donors will receive acknowledgment from BGCT within one week in order to claim the deduction.

Generally, gifts of tangible personal property retained for use by BGCT will not be recorded on Club financial statements but the gift(s) will be given appropriate credit in the donor’s records and fund-raising reports.

## Quid Pro Quo Contributions

The IRS defines a quid pro quo gift as “a payment made partly as a contribution and partly in consideration for goods and services provided to the payor by the donee organization.” For reporting purposes, the gift value of quid pro quo contributions is equal to the total contribution minus the value of the premium.



**SUCCESS** is  
within reach of  
every child.  
**WE BELIEVE**  
every boy and  
girl deserves a  
**SAFE PLACE**  
to **LEARN** and  
**GROW.**

# PLANNED & DEFERRED GIFTS

The following types of gifts are subject to the Planned & Deferred Giving Policy of the Boys & Girls Clubs of Toledo. As always, we encourage you to consult with a financial advisor and tax planner about your charitable giving plans.

## **Irrevocable Planned Gifts**

For gift reporting purposes, the Irrevocable Planned Gifts listed below are reported both at face value and at present value. The face value is the fair market value of assets used to create the planned gift. The present value is the charitable gift deduction value derived from IRS calculations.

- Charitable Gift Annuities
- Charitable Remainder Trusts
- Pooled Income Funds
- Remainder Interest in a Residence or Farm

## **Revocable Planned Gifts**

For gift reporting purposes, the Revocable Planned Gifts listed below are reported both at face value and at present value.

- Bequest intentions (copy of will/codicils)
- Beneficiary of a living trust
- Beneficiary of an IRA or retirement plan

## **Bequests**

Bequests are provisions in a will, trust, or other testamentary legal document providing a gift to charity pursuant to applicable state law. The gift may be designated as a percentage of the donor's estate, a specific dollar amount, or description of the property (such as securities, real estate, or other assets), or a residual of the donor's estate.

BGCT will follow these policies on accepting gifts made through bequests:

- Staff and trustees of BGCT shall not prepare wills for donors. Appropriate staff may, upon request, provide suggested gift clauses to donors for inclusion in a donor's will.
- BGCT or its employees and/or volunteers may not serve as executors of estates or as attorney-in-fact. In some instances, trustees or volunteers may serve as such but only with the permission of BGCT's CEO and/or Board President. If a BGCT representative learns that they have been named executor or other legal actors under a donor's estate plan, the representative shall promptly contact the CEO for assistance in requesting the donor change the document.
- BGCT representatives shall not sign as witnesses to wills under which they know BGCT has been named as a beneficiary.
- As a general rule, BGCT will not bear any cost associated with creating or amending a will or revocable trust.
-



# PLANNED & DEFERRED GIFTS

## Life Insurance

The Boys & Girls Clubs of Toledo encourages donors to name BGCT as a total or partial beneficiary of insurance policies they have purchased on their lives.

- BGCT will accept a life insurance policy (whole, variable, and universal) as a donation only if BGCT is named as the owner and beneficiary of the policy.
- If the policy is paid up, for gift crediting and accounting purposes, the value is equal to the policy's replacement cost. To determine the value of the donation, we strongly encourage the donor to consult with their attorney, financial advisor, or CPA.
- This section does not apply to beneficiary designations on a life insurance policy, or the proceeds thereof, which can be accepted as a cash donation.

If the life insurance policy is not paid-up as of the date of the gift, the following criteria must be met by the donor before BGCT will accept the gift:

- The policy has a minimum value of \$50,000.
- The policy has a payment schedule not to exceed 12 years and which assumes an interest rate not to exceed one percent below the prevailing prime interest rate.
- The policy is accompanied by a written pledge of a charitable contribution from the donor to BGCT in an amount that equals or exceeds the total premiums remaining, and which is pledged for payment consistent with the premium payment schedule.

## Charitable Gift Annuities

A standard charitable gift annuity (CGA) is a transaction where a person irrevocably transfers some property, such as cash or securities, and BGCT agrees in a contract to pay the donor or other beneficiaries (maximum allowable of two beneficiaries), a guaranteed annuity for life.

A deferred payment charitable gift annuity is almost identical in construct to the standard charitable gift annuity. The significant difference is that the contract stipulates some date in the future when payments to the donor or other beneficiaries will begin.

For a standard and deferred CGA, the following criteria must be met:

- must be economically viable for BGCT;
- annuitant must be at least 55 years of age; and
- must be funded with at least \$25,000 in cash or readily marketable securities.

For a two-life CGA, the following criteria must be met:

- must be economically viable for BGCT;
- youngest annuitant must be at least 55 years of age at the time of the contract; and
- must be funded with at least \$50,000 in cash or readily marketable securities. BGCT maintains the right to set its own gift annuity rate, however, it is the policy of BGCT to adhere to the rates recommended by the American Council on Gift Annuities (ACGA);

The Boys & Girls Clubs of Toledo reserves the right to reject any proposals from states where regulations are deemed overly burdensome or when excessive compliance costs would be required. For purposes of tax reporting and gift annuity accounting, BGCT shall rely on tax basis

# PLANNED & DEFERRED GIFTS

information provided by the donor. If no such information is provided, BGCT shall assume that the tax basis of the gift asset is zero dollars, and the donor shall be so advised in writing.

## **Charitable Remainder Trust**

A charitable remainder trust (CRT) is an irrevocable trust authorized and governed by federal tax law that benefits the donor or other individuals named by the donor, known as “income beneficiaries,” for a term of years or lives. Upon the termination of the trust, the remaining assets pass to one or more qualified charities known as “remainder beneficiaries.”

The donor specifies a payout percentage which the income beneficiaries receive annually. The donor names a Trustee who manages the assets and ensures that both the specified annual payout and the remainder are distributed per the terms of the trust, in accordance with federal and state law. The Trustee has a fiduciary duty with regard to the trust and its beneficiaries.

CRTs are tax-exempt trusts. The assets within them may be bought and sold without regard to capital gains taxes. However, CRT payouts to individual beneficiaries are subject to income taxation.

There are two types of standard CRTs – charitable remainder unitrust (CRUT) and charitable remainder annuity trust (CRAT).

**Charitable Remainder Unitrust (CRUT):** A CRUT distributes a fixed percentage of the fair market value of the trust assets, calculated annually. A donor may make additional contributions to a CRUT after it is established.

**Charitable Remainder Annuity Trust (CRAT):** A CRAT is similar to a unitrust except that the designated beneficiary(ies) or donor, and a second beneficiary (if one is named) receive a fixed income from the gift for the rest of their life, a term of years, or as long as the trust has assets.

- Distributions are determined by the original value of the trust’s assets.
- The donor cannot make future contributions to this type of trust. Only marketable (liquid) assets (cash and marketable securities) will be accepted to fund a CRAT.

When deciding whether to accept a gift from a charitable remainder trust, the Boys & Girls Clubs of Toledo will follow the guiding principles outlined here:

- All CRTs entered into with BGCT must benefit the Club, and in every instance must benefit exclusively charitable, social, or educational causes with values and objectives not inconsistent with those of BGCT.
- All CRTs shall be approved by the Finance Committee, Executive Committee, and RD Committee of the Board.
- If the donor wishes to extend the beneficiary designation to more than two lives the aforementioned committees reserve the right to decline the designations and gifts.

# PLANNED & DEFERRED GIFTS

- BGCT will accept CRTs that name other charities as beneficiaries. However, the minimal beneficiary interest cannot be lower than 75% to BGCT.
- BGCT will only accept CRTs that have a minimum of \$100,000 in initial funding. The CEO's signature is required to enter into a charitable remainder trust agreement.

## **Charitable Lead Trust**

A charitable lead trust (CLT) allows for one or more charitable organizations to receive income payments from the trust for a specified number of years, or one or more lifetimes. At the end of that term, the assets of the trust return to the donor (grantor CLT), or designee (non-grantor CLT). This allows a donor to transfer assets to children or grandchildren while potentially reducing transfer taxes. There are two common forms of CLT:

- A charitable lead annuity trust (CLAT) makes a fixed-dollar payment annually to a designated charity. The annual payout for a CLAT will not vary.
- A charitable lead unitrust (CLUT) pays to the charity a fixed percentage of the market value as determined annually. The annual payout for a CLUT will vary.

Unlike charitable remainder trusts, CLTs do not have a minimum or maximum payout rate by law, and their term can be for any number of years, or for the life of one or more living individuals.

The following gift acceptance policies regarding CRTs shall be followed:

- All charitable lead trusts entered into with BGCT must benefit the Club, and in every instance must benefit exclusively charitable, social, or educational causes with values and objectives not inconsistent with those of BGCT.
- All CRTs shall be approved by the Executive, Finance, and RDC committees of the Board.
- The minimum initial gift to fund a CRT (either a lead unitrust or a lead annuity trust), shall be cash, publicly traded securities, or readily marketable real estate with a value of at least \$100,000.
- Subsequent additions to the lead unitrust may be made at any time subject to the approval of the CEO.
- No additions are permitted to a lead annuity trust.
- The percentage to be paid annually by the lead trust to the charitable designee shall be approved by the Executive, Finance, and RDC committees of the Board.
- BGCT may accept lead trusts of any length or term, whether it be measured by lives or by a term of years.



# RESTRICTED GIFTS

## Acceptance

The Director of Resource Development & Communications at the Boys & Girls Clubs of Toledo has general authority to accept restricted gifts but may defer decisions to the Board of Trustees. Such deferral is particularly indicated when restrictions raise policy issues and are characterized by unique, unusual, demanding, or highly detailed restrictions.

## Changing Restrictions

- The use of donated funds for a purpose other than that stipulated by the donor is prohibited.
- If another use is deemed necessary, consent for using the funds in a different manner may be sought from the donor in accordance with the terms of the gift/ pledge agreement.
- If the use becomes obsolete, inappropriate, or impracticable, Board approval may be sought to alter the use. Similarly, for a donor to change the originally stated use of donated funds, the change must first be agreed to by the Executive, Finance, and RDC committees of the Board.

## Restrictions on Planned Gifts

The Boys & Girls Clubs of Toledo retains the right to disclaim distributions from matured planned gifts. If accepted, restricted planned gifts will be administered according to gift agreements previously executed by the donor and an authorized BGCT representative. If no gift agreement was executed, then the planned gift will be administered in a manner that as nearly as possible achieves the donor's purpose.

In those cases where the donor makes no restriction on the use of a planned gift, it shall be the policy of BGCT to direct all such gifts over \$100,000 to the Finance Committee to place in the general endowment fund or redirect to the most urgent need.

## Restricted Funding Priorities

There are a number of funding priorities donors can support as BGCT broadens its footprint and program scope for kids and communities who need us most.

- **Capital Improvement Projects** - Following the strategic plan adopted by the Board of Trustees in 2022, donors can support BGCT's facility expansion and renovation projects at the Homer Hanham Club.
- **Pool & Aquatics Programming** - Aligned with our mission and values, the BGCT aquatics program teaches youth in under-served communities essential swimming skills, safety techniques, and a variety of water-based recreational activities.
- **Supplies & Transportation** - Meeting the growing demands around the Toledo metro-area takes a considerable amount of operational funding every year in the form of grants, and philanthropic support from foundations, corporate partners, and individual donors.
- **Programs** - Donors are encouraged to restrict their gifts to a program they feel most passionate about, such as the Arts, Sports & Recreation, and/or Teen Workforce Development.

# ENFORCEMENT OF PLEDGES

As a legal matter, a charitable pledge is a contract between a donor and Boys & Girls Clubs of Toledo in which the donor promises to make a contribution in the future. Pledges must be made in writing. BGCT is legally required to record enforceable pledges as assets, just like any other debt obligation. If a pledge is not fulfilled, BGCT must write-off the unpaid amount.

**Legally Binding and Enforceable Pledges:** Under contract law principles, a charitable pledge is enforceable if it meets the requirements for a legally binding contract. Pledges have been held binding on one or more grounds:

- work obligated by the pledge has begun, or the donee has incurred liability;
- consideration for the donor's pledge is its support by the pledges of others;
- donor's pledge has induced other pledges;
- BGCT's acceptance of the pledge imparts a promise to apply the funds according to the donor's wishes, and the pledge is supported by that promise; and
- public policy requires the donor's liability on a pledge.

**When a Donor Dies Before Fulfilling their Pledge:** If the donor dies without fulfilling their pledge, the pledge is enforceable against the donor's estate. Under normal probate and estate administration rules, BGCT must assert a timely claim against the estate in order to have standing to participate as a beneficiary in the probate or estate proceedings.

**When a Donor Loses their Wealth:** In extreme cases, where it is impossible for the donor to make good on a gift, if for example they have lost substantially all of their wealth, courts may elect to modify or rescind the pledge agreement. A legally binding pledge can be asserted as a claim in a bankruptcy proceeding, provided that it meets the test for a valid contract in the state of Ohio.

**Right to Sue:** BGCT has the right to enforce and collect pledges that it has accepted, especially if it has acted in reliance of the promise. BGCT is not, however, required to sue donors who do not fulfill their pledges. The potential damage such a lawsuit might do to relationships with other donors and the expense of litigation relative to the amount that might be recovered are legitimate issues that can justify the Board of Trustees's decision not to seek enforcement of a pledge. A decision by the Board not to enforce a pledge will be carefully documented in the Board's minutes or in a resolution. If BGCT decides to enforce a pledge, the case will be treated more or less like breach of contract action.

**Changing or Removing Considerations:** Regardless of BGCT's decision to legally enforce a pledge, if a donor refuses to fulfill their pledge, any and all considerations such as naming rights and recognitions will be rescinded. All future rights to recognition become forfeit unless 100% of the pledge is paid to BGCT under the terms of the original pledge agreement. If a donor needs to redress the agreement in order to fulfill their pledge, (i.e., extending the pledge payment schedule), the donor must fill out a new pledge agreement.

# NAMING RIGHTS & RECOGNITION

Gifts can be made with the purpose of naming a building or part of a building, a landscape feature, or a Club program. When criteria for gift acceptance and naming have been met per the Gift Acceptance Policy, Boys & Girls Clubs of Toledo will recognize such a contribution by naming the facility or program component for the individual, family, foundation, or business entity.

In most cases, BGCT shall follow the policies for bestowing naming rights and recognition:

- Outright gifts and planned gifts qualify for named gift recognition. To determine eligibility, the fair market value of the gift will be used.
- The CEO and Board of Trustees may make exceptions based on a donor's history of giving or the length and depth of their volunteer relationship.
- The credentials, character, and reputation of the individual, corporation, or foundation being considered for such recognition, and the compatibility of the name with the function or scope of the facility or program component must be carefully evaluated.
- Following a commitment by a donor, the Boys & Girls Clubs of Toledo is responsible for communicating in written detail the recognition the donor will receive.

## Recognitions & Donor Signage

**Gifts of \$5,000 and above:** A signed letter of intent and payment schedule must be received before the gift will be included in any recognition materials or publications. Gifts less than \$5,000 are mentioned in the first publication after received and then in the final donor honor roll listing. All plaque language must be approved by the donor and conform to basic standards adopted by BGCT as directed by the CEO.

**Gifts of \$1,000,000 and above:** Donors will be recognized with signage when the building project is completed regardless of the payment schedule. All plaque language must be approved by the donor and conform to BGCT standards. The gift will be listed in all campaign recognition materials, such as campaign reports and updates, as well as the final donor wall. Such recognition can begin as soon as a signed letter of intent for the pledge is received.

**Program Naming:** Donors will be recognized with signage on BGCT property for the length of the funding term as outlined in the table on page 19. Recognition includes signage on the property and prominent mention in the annual report and the Clubs' website. Once the signage is in place, the building will then be referred to in all organization publications by its formal name.

## Honorarium Recognitions

In certain circumstances, the Board of Trustees may name major facilities for prominent persons, living or deceased. The criteria to be used as a guide when determining the appropriateness of naming a family in non-gift circumstances will include:

- outstanding service and/or generosity to the Club;
- substantial contribution to the development of the Club; or
- life and actions epitomize the ideals of the BGCT community.



# NAMING RIGHTS & RECOGNITION

The table below gives examples of current (re)naming opportunities at Boys & Girls Clubs of Toledo. This list is not exhaustive and may change at the discretion of the Board of Trustees. In addition to naming rights, donors may also receive recognition in media, publications, and digital platforms.

OPPORTUNITY	GIFT LEVEL	PLEDGE TERM	LIFESPAN OF RECOGNITION
Rename Admin Center @ Homer Hanham (H.H.)	\$2,000,000	10 years	No fewer than 10 years
Rename Existing Shared-Space Club(s) • East Broadway	\$1,000,000	10 years	No fewer than 10 years
New Shared-Space Clubs • McTigue • Ottawa River	\$500,000	10 years	No fewer than 10 years
H.H. Classrooms (6) • Art Room • Cadet Room • Teen Lounge • E.A.C. • Tech Lab • ExerGame Room	\$50,000	5 years	No fewer than 5 years
Board Room & Club Entry • H.H. Board Room • H.H. Member Desk • Carson Member Desk • East Member Desk • Wehrm. Member Desk	\$50,000	5 years	No fewer than 5 years
Recreational Spaces (5) • H.H. Gym • H.H. Games Room • H.H. Soccer Field • Carson Games Room • East Games Room	\$100,000	5 years	No fewer than 5 years
Club Programs • The Arts • Education • Sports & Recreation • Character & Leadership	100% of operating cost; 3-year min.	5 years	No fewer than 3 years, opportunity to renew
Endowed Programs	Interest yields 100% of annual operating costs	5 years	Fund exists in perpetuity
Endowed Scholarships	Minimum \$50,000 investment	5 years	Scholarship realized one year after fully- funded, exists in perpetuity

# NATIONAL DONOR SOCIETIES



The Jeremiah Milbank Society

**The Jeremiah Milbank Society** is a national recognition society for donors who make unrestricted gifts of \$10,000 or more to their local Club's annual giving campaign. The support from the Jeremiah Milbank Society sets a positive example for others to follow.

Donors who give at this level to BGCT are honored annually at Club events, awards nights, and acknowledged in BGCT's annual report and impact reports. Other recognized annual giving societies for BGCT donors are listed as follows:

- W. W. Lathrop, Sr. Society - \$7,500 - \$9,999
- J.D. Robinson Society - \$5,000 - \$7,499
- Gordon Jeffery Society - \$2,500 - \$4,999
- P. Richard Day Society - \$1,000 - \$2,499



## **Lifetime Giving Society**

The Lifetime Giving Society recognizes generous individuals who have demonstrated their deep commitment to the Boys & Girls Clubs by contributing a minimum of \$250,000 during their lifetime to the Boys & Girls Clubs of Toledo. These caring individuals are improving the future of our nation by providing critical resources to help Clubs implement successful programs and serve more young people. Other levels of recognition within this society are as follows:

- Philanthropist - \$2,000,000 and above
- Benefactor - \$1,000,000 - \$1,999,999
- Mentor - \$500,000 - \$999,999
- Leader - \$250,000 - \$499,999



## **Heritage Club**

The Heritage Club is an association of supporters of the Boys & Girls Clubs of America from all across the country. These individuals seek to ensure that the future needs of our nation's youth are met by including Boys & Girls Clubs of Toledo in their estate plans. This planning might include a will, charitable gift annuity, a trust arrangement, a real estate gift or a life insurance policy.

Joining the Heritage Club is easy. Just fill out a confidential enrollment form (*See Appendix B*) - a simple declaration of your investment plans regarding BGCT.



99%

Of BGCT teen-aged members expect to graduate from high school

26%

More likely to become a college graduate

63%

Less likely to become teen parents

43%

Less likely to drop out of school

51%

Less likely to use drugs





# APPENDIX A



**BOYS & GIRLS CLUBS**  
OF TOLEDO

## ANNUAL GIVING PLEDGE FORM

- ☐ **Jeremiah Milbank Society (\$10,000 and above)** A lifelong believer in volunteerism, Jeremiah Milbank helped President Herbert Hoover develop the Boys & Girls Club national organization that provides support services for Clubs serving disadvantaged youth.
- ☐ **W. W. Lathrop, Sr. Society (\$7,500)** A former Board President, Walter Lathrop began a heritage of service as his son and grandson became members of the Clubs' Board of Trustees.
- ☐ **J.D. Robinson Society (\$5,000)** J. D. Robinson was President of Libbey Glass. He took over leadership of the Club from the founder, John Gunckel.
- ☐ **Gordon Jeffery Society (\$2,500)** Gordon Jeffery was on the board for over 30 years. He was also active as a national board member of the then Boys Clubs of America.
- ☐ **P. Richard Day Society (\$1,000)** Dick Day was a community philanthropist and 55-year member of the Boys & Girls Clubs of Toledo board. He was a mentor and a friend to all.

## GIVING OPTIONS

- ☐ I will donate \$\_\_\_\_\_ to the Boys & Girls Clubs of Toledo.
- ☐ I will donate \$500, the cost of serving one member for a full year!
- ☐ My company has a matching gift program. Company name: \_\_\_\_\_.

## PAYMENT OPTIONS

- ☐ **Bill me via: MAIL -or- EMAIL** (circle one)  
☐ Monthly ☐ Twice a year ☐ Other \_\_\_\_\_

- ☐ **Payment enclosed** (make checks payable to Boys & Girls Clubs of Toledo)

- ☐ **Charge my credit card\*: VISA MC Discover AMEX**  
Card # \_\_\_\_\_ Exp. \_\_\_\_\_  
Name: \_\_\_\_\_ CCV \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- ☐ \_\_\_\_\_  
\* There is a \$5,000 limit on all credit card transactions.

# APPENDIX B



**BOYS & GIRLS CLUBS**  
OF TOLEDO

**PLAN A LEGACY  
TODAY  
TO HELP CREATE LEADERS  
OF TOMORROW**

In consideration of the impact that Boys & Girls Clubs of Toledo has on the lives of young people and adults, I/we have made a gift to the Club in my/our estate plan. Understanding that the Club trustees have established The Heritage Club/John E. Gunckel Society to recognize individuals who made such a commitment, I/we are pleased to authorize the Club to include me/us as a member of The Heritage Club/John E. Gunckel Society.

**Name(s) for recognition purposes:** \_\_\_\_\_

## **GIFT INFORMATION**

I/We have previously selected the following type of gift: \_\_\_\_\_

If a gift has not yet been selected, I/we qualify for The Heritage Club/ John E. Gunckel Society through the following type of planned gift:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> <b>Bequest</b>             | <input type="checkbox"/> <b>Charitable Gift Annuity</b>            | <input type="checkbox"/> <b>Gift of Residence or Farm with Retained Life Estate</b> |
| <input type="checkbox"/> <b>Dollar Amount</b>       | <input type="checkbox"/> <b>Charitable Remainder Annuity Trust</b> |   |
| <input type="checkbox"/> <b>Stock or Property</b>   | <input type="checkbox"/> <b>Charitable Remainder Unitrust</b>      | <input type="checkbox"/> <b>Charitable Lead Trust</b>                               |
| <input type="checkbox"/> <b>Percentage Bequest</b>  | <input type="checkbox"/> <b>Deferred Charitable Gift Annuity</b>   | <input type="checkbox"/> <b>Life Insurance Policy</b>                               |
| <input type="checkbox"/> <b>Residential Bequest</b> | <input type="checkbox"/> <b>IRA/Retirement Plan Beneficiary</b>    |   |

**Please indicate the approximate current market value of the planned gift named above:**

\$\_\_\_\_\_ (will be treated as confidential) ☐ Unknown

I/We wish our gift to be directed as follows:

- ☐ Unrestricted
- ☐ Restricted as follows \_\_\_\_\_
- ☐ I/We wish to remain an anonymous member of The Heritage Club/ John E. Gunckel Society.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX C

## Endowment Fund Agreement

This endowment gift agreement made this [day] day of [month], [year], sets forth the entire understanding between [donor] (the "Donor") and Boys & Girls Clubs of Toledo (the "Club"), with respect to the Club's administration of the [endowment/fund name] (the "Fund").

The Club is an agency of the State of Ohio and, as such, is exempt from income tax under Section 115 of the Internal Revenue Code. Deductions for contributions to the Club are allowed by Section 170(c)(1) of the Code.

- 1. Purpose of the Fund:** The Fund has been established to support: *[Description of area of support and name of the program. If a scholarship, reference the specifications here and include them as a separate attachment]*.
- 2. Source of the Fund:** The Fund will be established with an initial gift of \$[amount]. The Donor or any interested individual, corporation, or foundation may make additional gifts to the Fund at any time.
- 3. Duration of the Fund:** The Donor intends for the Fund, including all realized and unrealized capital appreciation and depreciation generated by the Fund, to exist in perpetuity with the accumulated "Payout" being made available to support the "Purpose of the Fund" as described in Paragraph 1 above. The "Payout," a percentage of the fair market value of the Fund as determined by the Board of Trustee's policy on spending, prior to its expenditure, will be maintained in a separate Club account solely for the benefit of the Purpose of the Fund. The "Payout," which may from time to time exceed the "net income" (interest, dividend, and any other current income less applicable expenses) generated by the Fund, will be distributed annually and will be so distributed in full even if the fair market value of the Fund falls below its historic dollar value (the value of the gift) unless the Club decides to the contrary.
- 4. Funding the Fund:** This account shall be funded in the amount of \$\_\_\_\_\_ in the following manner (*describe restrictions/ directions or list as unrestricted operations*): \_\_\_\_\_  
\_\_\_\_\_/I/we will pay an initial installment of \$\_\_\_\_\_ upon the signing of this agreement, and an additional \$\_\_\_\_\_ per year for \_\_\_\_\_ years with any balance due to be paid in its entirety from my/our estate.

Should this agreement remain unfunded in its entirety upon the closing of the donor's estate, BGCT is authorized to transfer the Fund to the Club's unrestricted endowment (or to another restricted endowment that bears a similar purpose) with or without the donor's naming attached.

- 5. Investment Authority:** The Fund shall be invested in accordance with the investment policies of the Club as established from time to time by the Club's Finance Committee. For purposes of investment only, the monies of this Fund may be pooled/commingled with other endowment funds held by the Club. At all times, the Fund shall be separately accounted for in the Club's books and records.



# APPENDIX C

- 6. Administration of the Fund:** The Fund will be administered by the Club. Additionally, any distributions to be made from the Fund will be made so long as they do not violate this Agreement, any rules, policies, or procedures promulgated by the Club, nor any of the rules and resolutions of the State of Ohio and the Ohio Revised Codes. In the event that any payment required of the Club hereunder would violate the same, the Club may refrain from said action and may take other action to accomplish the intent of the Donor as expressed herein.
- 7. Contingent Use of the Fund:** Should it become clear in future years that the above-stated purpose for this Fund is no longer necessary, practical, desirable, or possible to perform, the Club shall, after consultation with the Donor, if the Donor is still living, designate the Fund for a substitute purpose that is reasonably consistent with and similar to the original intention of the Donor at the time this Agreement was executed. In any such alternate application of the accumulated Payout, the funding source shall be clearly identified as the Fund.
- 8. Announcement of the Fund:** Announcement of the Fund, including amount, descriptions of contributions, and pertinent details, may be made in any of the Club's publications.
- 9. Modification of Agreement:** The terms and conditions of this Agreement may not be orally amended, modified, or altered but may be amended, modified, or altered only in writing signed by the Donor and the Club.
- 10. Representatives and Successors Bound:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their lawful successors.
- 11. Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

Signed: \_\_\_\_\_  
Donor Name

Signed: \_\_\_\_\_  
Boys & Girls Clubs of Toledo, Chief Financial Officer

Signed: \_\_\_\_\_  
Boys & Girls Clubs of Toledo, Director of Resource Development & Communications

# APPENDIX D

## Offer to Donate Real Estate

### Owner Information

Property Owner's Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Co-Owner's Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Property Owner's Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

### Property Information

Municipality \_\_\_\_\_ County \_\_\_\_\_  
Tax Block # \_\_\_\_\_ Tax Lot # \_\_\_\_\_ Tax Assessment \$ \_\_\_\_\_ Total Acreage \_\_\_\_\_  
Prior Years Taxes \$ \_\_\_\_\_ The Property Taxes are paid up until \_\_\_\_\_  
Nearest Street or Road \_\_\_\_\_  
Are there any structures located on the property? ☐ Yes ☐ No  
If yes, please describe. \_\_\_\_\_  
Have any commercial activities ever taken place on this property ☐ Yes ☐ No  
If yes, please describe. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any easements or deed restrictions affecting the use of this property? ☐ Yes ☐ No  
Is there a mortgage on this property? ☐ Yes ☐ No  
If yes, please list all mortgages that are liens against this property, provide the original amount and approximate balance. \_\_\_\_\_  
List any leases or use agreements currently in effect \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please tell us about your property. Are you aware of any unique or special environmental features such as springs, ponds, unusual geology, endangered plants or animals?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# APPENDIX D

Is the property free from dumping or debris? ☐ Yes ☐ No

Have any noxious materials ever been stored on the property? If so, what?

---

---

## Representative Information

Do you authorize someone else to represent you? ☐ Yes ☐ No

What is this person's relationship to you? \_\_\_\_\_

Name of Representative \_\_\_\_\_

Representative's Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

## Application Information

If available, please attach any or all of the following: Tax map(s) locating property boundaries; Title; Copy of Insurance Policy; Copy of Deed of Property; Survey; and Copy of Last Tax Bill.

## Owner Authorization

I hereby certify that the information included in this application is true, that I am the legal owner of the property described above, that I have marketable title to the property and that I have the legal right to sell the property.

I hereby authorize the Boys & Girls Clubs of Toledo to conduct the necessary site inspections on the property.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_  
Property Owner's Name or Representative

Signed: \_\_\_\_\_  
Property Co-Owner's Name or Representative

Signed: \_\_\_\_\_  
Boys & Girls Clubs of Toledo, Director of Resource Development & Communications

# APPENDIX E

## Donation of Real Estate Agreement

This is a Donation Agreement for certain real property located at [property address] ("the Property") between [donor's name] (the "Donor") and Boys & Girls Clubs of Toledo (the "Donee").

**Recitals:** This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- The Donor's desire to donate the Property to the Donee
- Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "as is, where is" and "with all faults" basis.
- Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "as is, where is" and "with all faults" basis.

### Donation:

- **Closing Costs** - the donee shall pay all costs associated with the transfer of the Property, including but not limited to Donee's attorney's fees, agents fees, and closing costs.
- **Transfer** - the donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property, Donee shall perform all obligations hereunder, including but not limited to the release and indemnity set forth in this Donation Agreement.
- **Title** - The title shall be transferred on the Closing Date via a quit claim deed or its equivalent.
- **Inspection Period** - the Donee may cancel this Agreement at any time by written notice to the Donor within the first 30 days the Effective Date. ("Inspection Period"). If such notice is delivered the Agreement shall be terminated and no party will have any further obligation under this it.
- **Further Assurances** - the donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

### Closing:

- This transaction shall be closed and the deed and delivered on or before the 30th day following the expiration of the inspection period or from the closing date unless extended by the mutual consent of both parties.
- If the closing date does not occur due in time to the fault of donee, (a) donee shall have no further right to receive the property and (b) donor shall be free to dispose of the property in any way it sees fit.

### Acknowledgments, Release and Indemnity:

Donee acknowledges that it is accepting the property solely in reliance on its own investigation, and the property is in "as is, where is" condition with all faults and defects, latent or otherwise.

Donee expressly acknowledges that, in consideration of the agreement of donor herein, and except as otherwise specified herein, donor makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to



# APPENDIX E

condition, merchantability or fitness for a particular use or purpose, with respect to any property or any matter related thereto, or to any of the following matters, without limitation:

- **Soils** - soils, seismic, hydrological, geological and topographical conditions and configurations.
- **Artifacts** - archaeological, prehistoric and historic artifacts, remains, and relics.
- **Endangered Species** - endangered plant, animal, and insect species.
- **Hazardous Materials** - hazardous materials and other environmental conditions, including without limitations lead-based paint, asbestos, and mold.
- **Physical Defects** - physical and mechanical defects in or on any Property, including without limitations the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- **Land and Floor Area** - the area of the land and the square footage contained in any buildings or improvements.
- **Utilities, Schools, Etc.** - availability of adequate utilities, water, schools, public access, and fire and police protection.
- **Assessment Districts** - the status and nature of any assessment districts and the amount of any assessment liability.
- **Planning and Zoning** - present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- **Development Fees** - the character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- **Title** - the condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- **Taxes** - the status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- **Owner's Association** - the financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- **Other Matters** - any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

## **Release and Indemnity:**

- **Release** - the Donee fully releases and discharges donor from and relinquishes all rights, claims and actions that donee may have or acquire against donor which arise out of or are in any way connected with the condition of the property, including without limitation (a) any matter set forth above, (b) the presence of hazardous materials on, under or about any property (including but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.
- **Effectiveness** - the provisions of this section shall be effective as of the closing date and shall survive the closing date or termination of this donation agreement.

# APPENDIX E

## General Provisions:

- The "Effective Date" shall be the date that the last of the parties to this contract signs and executes below.
- **Successors and Assigns** - this Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign, or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.
- **Entire Agreement** - this Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the Property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- **Time of Essence** - Donor and Donee hereby acknowledge and agree that time is of the essence with respect to each term and condition of this Donation Agreement and that the failure to perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.
- **Partial Invalidity** - If any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal, or unenforceable portion had never been part of this agreement.
- **Governing Law** - the parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- **No Third Parties Benefits** - no person other than the Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- **Waivers** - no waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- **Counterparts** - to facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall constitute a single instrument. It is not necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- **No Presumption** - all the parties hereto and their attorneys have had opportunity to review and participate in the drafting this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption

# APPENDIX E

or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.

- **Notices** - any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) in the case of mailed notice, 48-hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee:

Boys & Girls Clubs of Toledo  
2250 N. Detroit Ave.  
Toledo, Ohio 43606

If to the Donor:

<<Enter name and address>>

**In witness whereof, the parties hereto agree to the above terms and have caused this Contract to be executed in their names by their duly authorized officers.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

Signed: \_\_\_\_\_  
**Donor Name**

Signed: \_\_\_\_\_  
**Boys & Girls Clubs of Toledo, Chief Financial Officer**

Signed: \_\_\_\_\_  
**Boys & Girls Clubs of Toledo, Director of Resource Development & Communications**

# APPENDIX F

## Third Party Fundraising Events

A third-party fundraising event is brought forward by a community group, service club, business, or individual(s) external to Boys & Girls Clubs of Toledo who wish to raise money through a special event or activity designed, managed, and resourced by the external participants, also referred to as “Host.” The Clubs have outlined three options for hosting a third-party fundraising event on behalf of BGCT:

**Straight Donations** are essentially independent of BGCT; however, all net proceeds or some portion of the activities’ funds are donated back to the Clubs. Should it be requested, BGCT is able to provide the following support:

- appropriate BGCT signage or promotional materials;
- a BGCT staff member or volunteer to attend the event or check presentation; and
- tax receipting in compliance with Internal Revenue Code Section 501 (c)(3).

**Donation Drives** are similar to straight donations, but they involve the collection of materials or items that are then donated in kind to BGCT. The most needed items are toys and school supplies, but the Clubs welcome applications for other items. Only new items will be accepted. Should it be requested, BGCT is able to provide the following support:

- appropriate BGCT signage or promotional materials;
- a BGCT staff member or volunteer to attend the event or check presentation; and
- tax receipting in compliance with Internal Revenue Code Section 501 (c)(3).

**Partnership Activities** require the active involvement of BGCT staff and volunteers in the planning and execution of the event. In the case of such initiatives, the third party is required to complete a written, formal application for consideration. When applications have been approved, a formal agreement will be entered into so that the obligations and responsibilities of each party are clearly understood.

### Event Approval

All third-party events require permission from BGCT in advance. Please do not make public announcements or promote the event until you receive event approval.

### Prohibitions

The following fundraising activities are prohibited in conjunction with third-party events for the benefit of BGCT:

- programs that raise money on commission;
- events involving the promotion or support of a political party or candidate, or those which appear to endorse a political activity;
- direct solicitation (including but not limited to door-to-door canvassing or telemarketing);
- promotion of a particular religion or religious-based ideologies. Our Clubs welcome all faiths, creeds, and religions, and accept donations processed by such belief systems on our behalf. Gift acceptance does not and should not imply alignment or endorsement of any particular faith, creed, or religion.



# APPENDIX F

## **Cancellation**

BGCT may direct you, and you agree to comply with the direction, to cancel your event and withdraw any and all use of BGCT's name in association with your event. Such direction may occur for any reason, including BGCT's belief that an association with your event or any consequences that contribute to or result from your event may have a negative effect on the mission, credibility, or reputation of BGCT.

## **Note**

Events must comply with all relevant local, state, and federal laws. The third-party event organizers are responsible for the planning and execution of the event, including all setup, staffing and/or volunteers, and liability.

## **Prohibitions**

The following fundraising activities are prohibited for the benefit of the BGCT:

- programs that raise money on commission;
- events involving the promotion or support of a political party or candidate, or those which appear to endorse a political activity;
- direct solicitation including door-to-door canvassing or tele/internet-marketing; and
- promotion of a particular religion or religious based ideologies. Gift acceptance does not and should not imply alignment or endorsement of any particular faith, creed or religion.

## **Disclaimer**

The Host must comply with directions given by BGCT or cancel the event and withdraw any and all use of BGCT's name. Such direction may occur for any reason, including BGCT's belief that an association with the event or any consequences that contribute to or result from the event may have a negative effect on the mission, credibility, or reputation of BGCT.

## **Contact Information**

To request a Third Party Fundraising Event application, please contact Billy Mann or Samantha Verdonck in the Resource Development & Communications Office. Please allow a minimum of eight weeks for advanced approval and planning time prior to your event date.

Billy Mann  
Director of Resource Development &  
Communications

Samantha Verdonck  
Manager of Development & Donor  
Relations

Administrative Center  
2250 North Detroit Ave.  
Toledo, Ohio 43606  
(419) 214-6657  
billy@bgctoledo.org

Administrative Center  
2250 North Detroit Ave.  
Toledo, Ohio 43606  
(419) 214-6667  
samantha@bgctoledo.org

# APPENDIX G

## Donor Advised Funds

### What is a donor advised fund?

A donor-advised fund, or DAF, is a philanthropic vehicle established at a public charity. It allows donors to make a charitable contribution, receive an immediate tax benefit, then recommend grants from the fund over time.

### Why can't DAF payments be applied to pledges?

IRS rules prohibit a donor from fulfilling a legally enforceable pledge with a payment from a DAF. The DAF is owned and controlled by the public charity, not the donor. The donor only retains advisory privileges over the distribution or investment of the funds in the account. The public charity has no legal requirement to comply with the donor's recommendation.

### Soliciting Donations from a DAF

The office of Resource Development encourages fundraisers to ask potential donors if they plan to utilize a DAF. This will minimize the risk of booking pledges that will later have to be written off.

### Existing Pledges and DAF Payments

By law, BGCT cannot apply a DAF payment to an existing pledge. It is the responsibility of the fundraiser to provide written notification of the donor's intent to use a DAF once made aware.

- If a donor decides to contribute via a DAF prior to making any payments on the pledge, BGCT will write off the full amount of the existing pledge. The pending installments will be converted to verbal proposals.
- If pledge payments were received prior to the donor deciding to use a DAF, BGCT will write down the existing pledge to the amount contributed by the donor. Any remaining pending installments will be converted to verbal proposals.

### Recording DAF Payments

If there is no existing pledge, BGCT will record the DAF payment as a single donation, or new revenue in the current year. If there is an existing pledge on file, these policies shall be followed:

- BGCT will write off or down the existing pledge. The CFO will also be informed of the write-off, so they can adjust their books accordingly.
- BGCT will convert the corresponding pending installment to a single donation and apply the DAF payment. Please note that we will not change the year received and the year credited on this initial DAF payment to the current year. These fields will remain the same, which eliminates double counting of funds and reconciling variances with the Finance Office.
- Any remaining pending installments will be converted to verbal proposals and subsequent payments will be recorded as new revenue in the current year. The CFO will also write off the balance of the pledge and record any subsequent payments as new revenue.

# APPENDIX H

## Gift Processing & Acknowledgment Policies

All gifts made to the Boys & Girls Clubs of Toledo will be accurately recorded and dispersed to the funds, programs, or capital projects intended by the donor or grant maker.

### Gift Processing Policies

1. The Executive Assistant or, in their absence, a Finance personnel, will prepare daily reports of gifts to be circulated to the RDC staff for information and special acknowledgment attention.
2. Gifts received by mail, person, or electronically shall be recorded in Bloomerang daily.
3. The Executive Assistant will record all incoming checks and will furnish copies of gifts and donor correspondence to the offices of Resource Development and Finance.
4. The Finance Office will deposit monies and post to cash receipts weekly.
5. Donor gift entry is done by the Executive Assistant and General Ledger posting is done by the Finance Office.
6. Gifts are recorded in Bloomerang according to the donor's intended use as well as the source of the gift by the Executive Assistant when they are received.

### Gift Acknowledgment Best Practices

Upon completion of processing a donation, each and every gift will then be properly receipted and acknowledged according to the following guidelines:

- With the exception of gifts requiring review and Board approval, all gifts shall be acknowledged within seven business days using appropriate thank you templates based on giving level. If receipts are included, they will feature the wording required by the IRS or CRA.
- In special circumstances when donors give toward an existing fund, BGCT will not divulge the corpus amount but rather will receipt and acknowledge individual gifts.
- If no goods or services were received in exchange for the gift, the words, "No goods or services were received in exchange for your gift. Therefore, the full amount of your contribution is tax-deductible as allowed by law," shall be included in the acknowledgment letter.
- If goods or services were received, BGCT will inform the donor of the fair market value(s) in order for the donor to know the tax-deductible portion of the contribution.
- Gifts of \$999 or less will be acknowledged with the appropriate thank you letter or preprinted card signed by a member of the RDC staff.
- Gifts of \$1,000 and greater will be acknowledged with the appropriate thank you letter signed by the RDC Director or CEO depending on the gift amount and donor relationship.
- The Board President will sign acknowledgement letters to donors who give \$10,000 or more.
- The RDC Director will call donors of \$1,000 to thank them personally.
- The CEO will call donors of \$5,000 or more to thank them personally.

# APPENDIX H

## Boys & Girls Clubs of Toledo Best Practices

- Have the ability to know where a gift is at all times.
- Minimize the number of times a gift is touched and the number of hands it must pass through prior to processing.
- Maintain a separation between gift processing (typically an RDC role) and reconciliation (typically a combination of RDC and accounting roles).
- Maintain a strong, working relationship between RDC and accounting to ensure reconciliations, gift adjustments are executed in a timely, and effective manner.
- Maintain security measures to ensure gifts and donor financials (i.e. credit card information) are safe. Always keep live checks, cash, etc. locked up in a discrete place.
- Acknowledge gifts quickly, accurately, and as personally as possible.

## GIFT PROCESSING WORKFLOW

24

### GIFT INTAKE | DAILY

Executive Assistant  
Finance Office Staff



Mail  
cash, check, stock



Event  
check, credit card



Online - Paypal  
(weekly on Friday)

24

### GIFT DEPOSIT | WEEKLY

Executive Assistant  
Finance Office Staff



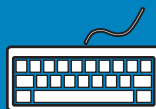
- Date stamp all documents
- Scan/copy checks
- Send checks + CC transactions for deposit



7

### GIFT ENTRY | WEEKLY

Executive Assistant  
Finance Office Staff



Enter all transactions  
with gift and donor  
information into  
Bloomerang.



Run required reports  
for the CEO, Board,  
and RDC staff.

7

### GIFT ACKNOWLEDGEMENT | WEEKLY

RDC Staff  
CEO/ Board Trustees



Standard  
Receipt



Thank You Letter



CEO/Board  
Thank You





**// The Boys & Girls Club  
showed me  
I AM MORE  
than the limits  
I set for myself.  
//**

**Ricardo Hernandez**  
2022 Carson Scholar &  
2022 BGCT Youth of the Year



# SERVING TOLEDO FOR 130 YEARS!

Boys & Girls Clubs of Toledo has been serving Toledo's youth since 1892 and is one of the original 53 Clubs that now make up the more than 5,000 Clubs affiliated with Boys & Girls Clubs of America.

In 2022, the Toledo Clubs served approximately 100,000 free meals and snacks through Connecting Kids to Meals.

Approximately 4,000 kids (ages 7 through 18 years) use one or more of our Toledo Clubs every year.

Our Clubs include eight clubs with two stand-alone locations and five collaborative, shared spaces with Toledo Public Schools.

Toledo Clubs have produced five Ohio Youth of the Year winners and one National Youth of the Year award winner!

Low membership fees (\$3 or \$5 annually) ensure all kids can participate.

An average of 480 members attend the Toledo Clubs each day.

Nationally, 57% of Alumni feel that the Club saved their lives.

## GREAT FUTURES START HERE.

Office of Resource Development & Communications  
Administrative Center  
2250 N Detroit Ave. Toledo, OH 43606  
[bgctoledo.org](http://bgctoledo.org) | 419-241-4258



**BOYS & GIRLS CLUBS**  
OF TOLEDO