



## GIFT ACCEPTANCE AND ACKNOWLEDGMENT POLICY

Adopted June 13, 2018

### Purpose

The purpose of this Gift Acceptance and Acknowledgment Policy ("Gift Policy") is to identify the types of gifts accepted, to ensure full and adequate disclosure to all donors regarding the irrevocability of gifts, to minimize the risk associated with illiquid gifts, and to clarify the responsibilities of both Cobb Community Foundation ("CCF") staff and the Board of Directors in relation to gift acceptance and acknowledgment.

### Types of Gifts and Assets Accepted

CCF can accept the following gifts subject to the conditions outlined elsewhere in this policy.

- Cash
- Publicly traded securities
- Closely held stock or other business interests
- Mutual funds
- Real estate including undeveloped land
- Insurance policies
- Planned gifts
- Variations or combinations of any of these financial resources

### Responsibilities of Staff in Relation to Gift Acceptance and Acknowledgment

CCF staff will disclose to all prospective donors certain important benefits and liabilities that reasonably could be expected to influence the donor's decision to make a gift to CCF. In particular, donors will be made aware of the following.

- The irrevocability of a gift
- CCF's variance power to redirect the purpose of a gift if the original gift purpose becomes unnecessary, incapable of fulfillment, or inconsistent with the needs of the community
- Limitations on donor authority
- Investment options available

Foundation staff will not provide specific tax, legal or financial advice to a donor.

The Executive Director has overall authority to handle inquiries. The Executive Director with the donor will develop and implement the giving plan, assemble documentation, and retain expert technical consultants on behalf of CCF. Subject to the provisions below, the Executive Director is authorized to accept all gifts and bequests on behalf of CCF.

### Gift Acknowledgment

All gifts of \$250 or more will be acknowledged in writing by CCF staff in accordance with current Internal Revenue Service requirements. In the discretion of the Executive Director, all gifts regardless of size may be acknowledged. In addition, CCF provides quarterly reports to donors on all activities related to their fund balance.

Acknowledgments of gifts of marketable securities shall reflect the date of the gift and the number of units gifted.

### Gifts Subject to Executive Committee Review

The following gifts may only be accepted with approval of the Executive Committee, which has the latitude to include both internal and external resources in its service or form a specific task force with the particular objective, powers, resources and duties as the Executive Committee may provide

- Gifts or bequests of real estate, non-marketable securities, other business ownership interests or other form of illiquid assets
- Gifts or bequests which include binding instructions, restrictions or conditions
- Gifts or bequests which include suggestions regarding CCF's use of funds that would raise legal, ethical, policy or practical concerns for CCF
- Gifts or bequests encumbered with debt or as pledged security on other assets
- Gifts or bequests which, in the judgment of the Executive Director, pose other risks or concerns that should be reviewed by the Executive Committee

CCF reserves the right not to accept or hold any gift it deems not to serve the mission of CCF.

**Prior to CCF taking legal ownership of any illiquid assets subject to Executive Committee review, the donor, a member of the Executive Committee and the CCF Executive Director must complete Appendix A of this policy.**

**Appendix A****Acceptance Approval and Donor Disclosure Acknowledgment For Illiquid Assets**

Instructions: This form should be completed in its entirety and signed by the parties so designated prior to the transfer of any illiquid asset to the Cobb Community Foundation ("CCF"). Illiquid assets specifically include, but are not limited to, real estate, non-marketable securities, and other business ownership interests.

Property to be Transferred

Property Description

Name of Donor

Receiving Fund Name

**Donor Acknowledgement**

As the donor of the above referenced property (or legal representative thereof), I (we) acknowledge the following conditions related to CCF's acceptance of the above described gift:

- CCF has no requirement to retain the contributed property upon transfer of legal ownership.
- I (we) have not been granted or granted to anyone else (stated or implied) the right of first refusal to purchase the contributed property.
- CCF is not assuming leases, contractual obligations, pledges or other personal liabilities of mine.
- The transfer of the above described property is not subject to an irrevocable relationship for the maintenance or management of said asset.

Donor's Initials:

I (we) acknowledge that gifts of real estate will be subject to documentation of the property satisfactorily complying with Phase 1 environmental scan or additional testing as already determined by CCF. I (we) further acknowledge that upon the transfer of real estate, CCF becomes responsible for all carrying costs associated with such property, specifically including but not limited to insurance, maintenance and property taxes. I (we) agree to contribute additional liquid assets of \$ (select either: one time or annually) upon transfer of title to assist with such carrying costs.

Donor Initials:

Furthermore, I (we) understand the written gift acknowledgment received from CCF will provide the description of the contributed property without stated value. Further, I (we) acknowledge that IRS regulations require that I (we) obtain a written valuation from a qualified appraiser made no earlier than 60 days prior to the transfer of any gift of property with a fair market value exceeding \$5,000 (\$10,000 in the case of non-publicly traded stock). I (we) agree to provide to CCF a copy of such appraisal.

Donor Initials:

Additionally, I (we) acknowledge that the carrying value of this gift of property on the books of CCF will have a nominal stated value of \$1.00 until a current appraised value of the donated property is provided to CCF. I (we) further acknowledge that any change in value, realized or unrealized, in the fair market value of the above gift or in the disposition thereof will be charged to the carrying value of the component fund to which the gift is credited. Finally, I (we) acknowledge that IRS regulations require that CCF file Form 8282 with the IRS in the event that CCF sells, exchanges or otherwise disposes of the property donated within 2 years of the date of the gift, and that such transaction could result in the value of the charitable contribution of such property being adjusted by the IRS.

Donor Initials:

As the donor(s) of the above stated illiquid gift(s), I (we) understand and agree that the sole purpose of these gifts is to provide a charitable benefit to CCF. The gift is irrevocable and cannot inure any benefit to the donor(s). CCF has advised me to seek advice from my tax advisor prior to making such gift.

Donor Initials:

**FOR THE DONOR:**

<input type="text"/>	<input type="text"/>
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Signature

Date

<input type="text"/>	<input type="text"/>
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Signature

Date

**FOR CCF:**

<input type="text"/>	<input type="text"/>
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Executive Director

Date

<input type="text"/>	<input type="text"/>
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Member, Executive Committee

Date