

# Marquette Unitarian Universalist Congregation

## Gift Acceptance Policy June 1<sup>st</sup> 2010

The Marquette Unitarian Universalist Congregation (“MUUC”) gratefully accepts gifts that will benefit the mission of the congregation. It is MUUC’s policy to accept gifts in a manner that is consistent with the operating and endowment structure of the congregation and that helps meet the priorities of the congregation. In order to foster gifts and to ensure donor understanding of the use of the gifts, the Board of Trustees (the “Board”) has adopted the following policy:

### General Principles

This Gift Policy applies to all gifts offered to the MUUC (other than payments on pledges to the annual operating budget or pledges to a capital campaign). Gifts include those made during a donor’s life and those that become effective upon the donor’s death. MUUC may accept both gifts that are unrestricted and gifts designated for specific purposes (“restricted gifts”), provided that such gifts are consistent with the congregation’s mission, purposes and priorities. If a gift is determined to be inconsistent with the congregation’s mission, purposes and priorities, MUUC may decline to accept the gift.

1. MUUC wishes to encourage gifts that support the both the current and long-term missions of the congregation, while upholding the principles and purposes of the Unitarian Universalist Association.
2. MUUC appreciates the spirit of giving inherent in each donor’s prospective gift and thanks each donor for their thoughts and intentions.
3. Experience has taught that donors sometimes need guidance regarding gifts and donations, and prospective donors are encouraged to ask any questions they may have about this policy. The Board particularly encourages anyone considering a restricted or real property gift that becomes effective upon their death to discuss the pertinent proposed provisions of their will, trust or other legal instrument with the Board to reach a mutual understanding of intents.
4. MUUC wishes to work to make all gifts possible, within the strictures of law and tax regulations and to protect assets entrusted to it.
5. MUUC wishes to honor the intent of the donor where possible. All unrestricted gifts, once accepted, immediately become the property of MUUC. Donors should make these gifts with the understanding that MUUC accepts them without restrictions on future use, sale or disposal. MUUC will manage restricted gifts, once accepted, in

accordance with the agreed restrictions unless and until the restrictions are modified or removed.

### **Specific Policies**

1. Unrestricted cash gifts to the Operating Fund will be accepted and acknowledged through the normal accounting procedures of MUUC. Restricted or designated cash gifts of an operational nature must be reviewed by the BOT in consultation with the Stewardship Committee. The final decision concerning acceptance and acknowledgment rests with the Board.
2. Unrestricted gifts to the Real Property Fund or gifts whose only restriction is which sub-account of the Real Property Fund the gift should be credited to will be accepted and acknowledged through the normal procedures and accounting policies of MUUC. The Board has responsibility for approving restricted or designated cash gifts of an endowment nature and is further responsible for establishing appropriate recognition procedures.
3. Gifts of financial securities including, but not limited to stocks, bonds, mutual funds, certificates of deposit and insurance policies that the our investment broker determines to be readily marketable shall be treated in the same manner as cash gifts.
4. Gifts of financial securities determined by our investment broker to not be readily marketable must have the prior approval of the Board prior to acceptance.
5. Gifts of real or personal property, including but not limited to automobiles, furniture, animals, jewelry and artwork, must be unencumbered and given outright to MUUC, with the exception of an item on temporary loan.

To the extent the item's intended use is in or around the Meeting House, responsibility for accepting or refusing the gift shall reside with the Building Committee.

To the extent the item is artwork and its intended use is within the Meeting House, responsibility for accepting or refusing the gift shall reside with the individual or group charged with the aesthetics of the appropriate area.

If it is unclear how such a gift of real or personal property will be used, or the gift does not fall into one of the categories where responsibility for acceptance or refusal has been specifically designated, or if the designated party is unable to determine whether the gift should be

accepted or refused, the Board shall have the responsibility to accept the gift or refuse or return any gift determined to be unacceptable because of value, marketability, or any other reason deemed problematic to MUUC.

If a gift is a temporary loan, the donor shall specify the maximum duration of the loan. MUUC may at its sole discretion return the gifted property prior to the end of the loan period.

6. All gifts of real estate, which must receive prior approval by the Board, must be given with an appropriate title search, environmental evaluation, survey and appraisal. All costs of transferring a clear title will be borne by the donor. Gifts of real estate must also be unencumbered with liens, litigation or any other potential liability for MUUC.
7. The Treasurer may liquidate all non-cash gifts based on policies and procedures previously adopted by the Board or at the Board's discretion.
8. All gifts will be acknowledged in a dated letter from the Treasurer or President of the Board, as appropriate for the type of gift, which will include a description of the gift. There will be no appraisal, acknowledgment of appraisal, or determination of value offered in the acknowledgment process, except as required by law. The donor has sole responsibility to the Internal Revenue Service for identifying the value of any non-cash gift.

Any questions regarding this policy should be referred to the Board. Anyone contemplating a gift or loan must fill out and submit a Gift Agreement Form.

**Proposed Gift/Loan to Marquette Unitarian Universalist Congregation**

Name of Donor \_\_\_\_\_

The donor agrees to the terms of the Gift Acceptance Policy dated June 1<sup>st</sup>, 2010

Proposed Date of Gift \_\_\_\_\_

Gift/Loan Description \_\_\_\_\_  
\_\_\_\_\_

Understood Intent of Gift \_\_\_\_\_  
\_\_\_\_\_

Check One: Restricted \_\_\_\_\_ Unrestricted \_\_\_\_\_

Restrictions on Use \_\_\_\_\_  
\_\_\_\_\_

(Note the donor may not modify the restrictions, once the gift has been accepted.)

Other Information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Monetary Gift to be deposited in:

\_\_\_\_\_ Operating Fund

\_\_\_\_\_ Real Property Fund (Choose one below)

\_\_\_\_\_ Unrestricted

\_\_\_\_\_ Purchase Account

\_\_\_\_\_ Repairs Account

\_\_\_\_\_ Endowment Account

\_\_\_\_\_ New Fund (Proposed Name: \_\_\_\_\_ )

Approval Date: \_\_\_\_\_

Approved By: \_\_\_\_\_  
\_\_\_\_\_

