



Come See All That's Possible

GIFT ACCEPTANCE POLICY

By resolution of its Board of Directors (the "board"), VisAbility adopts the following Gift Acceptance Policy (the "Policy"):

GENERAL POLICY STATEMENT

VisAbility is a charitable institution organized under the Internal Revenue Service (IRS) Code section 501(c)(3). Its goal is to provide the public with blindness prevention education, rehabilitation training, and jobs so that people with vision loss can become as independent as possible in all areas of their lives.

VisAbility accepts charitable donations from individuals, private foundations, corporations, business entities, trusts, and associations to support its mission. The organization is committed to complying with all applicable laws, regulations, donor designations, and ethical standards.

I. INTRODUCTION

This policy (and related guidelines referenced herein) governs VisAbility's acceptance of gifts and provides guidance to donors and their professional advisors on making gifts to the agency. It was developed for VisAbility and approved by its board of directors to outline straightforward and objective processes for analyzing and accepting charitable gifts.

This policy should be interpreted in light of two overriding principles:

Principle 1: VisAbility should not accept a gift unless there is a reasonable expectation that acceptance of the gift will ultimately benefit the organization. The organization encourages private support that will not encumber VisAbility with gifts: a) that may be restricted in a manner not in keeping with the mission or vision, or b) that are likely to generate a disproportionate cost or obligation in relation to the benefit received.

Principle 2: VisAbility should not accept a gift if such acceptance would not be in the donor's best interest. Determining the donor's "interest" shall include, but not be limited to, considering the donor's financial situation, philanthropic interests, and any tax or other legal matters revealed while planning for a gift.

While this document is intended to guide VisAbility personnel regarding accepting prospective gifts, donors are ultimately responsible for ensuring that a proposed gift furthers their charitable, financial, and estate planning goals. Therefore, each prospective donor is urged to seek the advice of independent legal and/or tax counsel in the gift planning process. It is not

within the province of either VisAbility or its staff to give prospective donors legal, accounting, tax, or other advice.

This policy identifies the terms and conditions upon which VisAbility shall accept such gifts and serves as a guideline for staff accepting gifts, outside advisors who assist in the gift planning process, and donors who wish to make gifts.

II. GIFT REVIEW AND ACCEPTANCE

The board is responsible for monitoring all gifts to VisAbility. The board has delegated responsibility for accepting all gifts to the president. Following the guidelines below, the president has the authority to accept any unrestricted gift in the amount of \$250,000 or below that is within the scope of VisAbility's mission and strategic priorities and does not cause VisAbility unnecessary obligation. Any gift above \$250,000 that is unrestricted and supports VisAbility's mission may require approval by the executive committee. Any gift potentially outside the scope of VisAbility's mission and strategic priorities shall require approval by the board's executive committee before being accepted. The executive committee reserves the right to refuse any gift that is not in keeping with VisAbility's mission, likely to generate disproportionate cost or obligation in relation to the benefit received, or not in the best interest of the donor at its sole discretion and without explanation.

Following the guidelines below, the president should consult with fundraising counsel, legal counsel, and/or the board's executive committee as necessary before accepting certain gifts.

Guidelines

VisAbility will accept unrestricted gifts and gifts to support specific programs and purposes, provided such gifts are consistent with the organization's stated, board-approved mission, vision, purposes, or priorities.

VisAbility will not accept gifts not aligned with its mission or strategic priorities, contain restrictions that conflict with the organization's best interests, or pose undue financial risks. Before accepting such gifts, it may be necessary to seek guidance from fundraising counsel, legal counsel, and/or the executive committee of the board of directors.

III. GIFT ALLOCATION AND DONOR INTENT

Unless subject to a letter, will, or written agreement between VisAbility and the donor to use the gift for a specific purpose, all gifts are received unconditionally and may be used for purposes as VisAbility determines most appropriate. If a conditional gift is accepted, VisAbility obligates itself to use the gift in accordance with the donor's intent, as made known by the donor to the organization prior to the gift being made, so long as such use is in compliance with the applicable state and federal laws, United States Department of the Treasury regulations, and are ethically acceptable.

In cases where using the funds in the manner designated by the donor in a fund agreement becomes impractical or impossible, VisAbility will request a modification of use from the donor prior to exercising its variance power. Additionally, the board reserves the right to seek judicial interpretation of the future use of contributed funds at its sole discretion. VisAbility may elect to decline a gift if the donor's intent is not in accordance with or beyond the scope of its mission.

IV. GIFT PROCESSING

VisAbility recognizes that accurately processing a gift promptly is complex and essential to both the donor and the organization. Therefore, all efforts are made to coordinate the process among the president, director of development, development and accounting personnel, and anyone else who should know about a particular gift. In the absence of fundraising staff, the president will assume primary responsibility to ensure the gift process is correct and thorough.

V. GIFT RECEIPTS, ACKNOWLEDGMENTS, AND QUID PRO QUO

VisAbility provides gift receipts for tax purposes in compliance with the applicable government (Internal Revenue Service) gift substantiation rules. The organization will issue all official gift receipts to contributors within three business days, accompanied by an acknowledgment letter signed by the president or the board chair. The donor will be informed of any "quid pro quo" arrangements in the gift transaction or lack thereof. A "quid pro quo" contribution is defined as one in which the donor's payment is made partly as a contribution and partly as consideration for goods or services provided. Certain sales of donated property may be subject to additional reporting requirements. VisAbility will comply with all compliance requirements associated with receiving and disposing of gifted property. The gift value of any gift will be determined in full compliance with IRS rules and regulations. VisAbility will deposit gifts, record the gift's terms, restrictions, and conditions, and comply with auditing requirements.

VI. GIFT TYPES

A. Cash & Pledges

1. Gifts in cash, check, or credit card will be accepted by VisAbility regardless of amount.
2. Checks shall be made payable to VisAbility or an acceptable abbreviation. In no event shall a check be made payable to an individual who represents the organization. For gifts mailed to VisAbility, the gift date is the date when the gift is received by the president or development staff.
3. VisAbility will accept credit card gifts using Visa, MasterCard, or American Express. Credit card gifts can be made by mail, telephone, fax, e-mail, website, or in person. The credit card gift date is when the bank authorizes the credit card payment.

4. An individual, corporation, or foundation can make a pledge to VisAbility. Pledges may be made in single or multiple installments and should be committed to a specific dollar amount. It is recommended that pledges not exceed five years in duration. All donors must complete a pledge form or confirm the pledge in writing. Verbal pledges are not recorded or reported.

5. Matching gifts are made by the donor's employer or spouse/partner to match the donor's contribution to VisAbility. When the organization receives a matching gift form, it will complete its portion of the form with any other required documentation for the matching gift company.

B. Securities

1. Publicly Traded Securities

a. VisAbility can accept readily marketable securities, such as those traded on a stock exchange.

2. Closely Held Securities

a. Non-publicly traded securities may be accepted after consultation with the executive committee and/or legal and tax representation. Before acceptance, VisAbility shall explore liquidation methods for the securities through redemption or sale. A representative of VisAbility shall try to contact the closely held corporation to determine fair market value and restrictions on the transfer of securities. No commitment for the repurchase of closely held securities shall be made prior to the completion of the gift. These guidelines apply to C corporation stock, S corporation stock, and partnership interests.

Securities donated to VisAbility will be sold immediately. For gift crediting and accounting purposes, the value of the securities is determined by the mean between the high and low prices on the date of the gift. The gift date is the postmark on the envelope for stock certificates, bonds, and stock powers received through the U.S. mail. If the stock certificate and stock power are received on different dates, the gift date is the later postmark on the envelopes. If the stock is received by electronic transfer to VisAbility's broker, the gift date is when the donor's broker transfers the stock. If that date is unknown, the gift date is when VisAbility's broker received the stock. All postmarked envelopes and other documentation in which securities and/or stock powers are received must be kept for gift date and valuing purposes.

A gift of stock with restrictions cannot be completed until the restriction is removed. In most cases, the transfer agent can remove the restriction.

When donated stock is sold, stock proceeds are the actual amount of money recorded by VisAbility. The proceeds check may be a gain or a loss from the actual fair market value of the gift when received. The proceeds check is never entered as a gift, as the gift was already recorded when the stock was received and valued using the high, low, and mean.

C. Real Estate

1. Outright Gifts of Real Estate

VisAbility shall consider gifts of real estate, both improved (e.g., detached single-family residences, condominiums, apartment buildings, rental property, commercial property, farms, acreage, etc.) and unimproved, including gifts subject to a retained life estate, only after a thorough review of the criteria for acceptance set forth below under the direction and supervision of the executive committee of the board.

The donor must submit a letter of intent regarding the gift of real estate before VisAbility will conduct its own due diligence and market analysis. The existence of any and all mortgages, pre-arranged sales agreements, deeds of trust, restrictions, reservations, easements, mechanic liens, environmental liabilities, and other limitations of record must be disclosed. No gift of real estate will be accepted until all mortgages, deeds of trust, liens, and other encumbrances have been discharged, except in very unusual cases where the fair market value of VisAbility's interest in the property net of all encumbrances is substantial.

The prospective donor will be responsible for the costs of an independent, qualified appraisal and any environmental survey/audit costs necessary for VisAbility to consider accepting the property as a gift. Any current or former commercial property must receive a Phase I Environmental Site Assessment prior to acceptance. VisAbility reserves the right to request the donor indemnify the organization for environmental cleanup costs. If real estate is accepted, the fair market value determined by independent appraisal will be used to count gifts. Where the donor has retained a life estate in the property, the present value of the deferred gift will also be reported.

VisAbility will dispose of all gifts of real estate (other than properties VISABILITY wishes to retain for its primary mission) as expeditiously and cost-effectively as possible. Therefore, regardless of the value placed on the property by the donor's appraisal, VisAbility will attempt to sell the property at a reasonable price based on current market conditions. The donor will be informed that such a sale occurring within two years of the gift date will be reported to the Internal Revenue Service pursuant to current regulations.

The gift date for real estate gifts is when the real estate is deeded to VisAbility.

2. Testamentary Gifts of Real Estate

VisAbility may accept or reject testamentary gifts of real estate based upon evaluation, inspection, and approval as described above.

3. Retained Life Estates

VisAbility may accept gifts of a farm or residence with a retained life estate after assessing the length of the life tenancy and examining all factors that are otherwise relevant to accepting gifts of real estate. The prospective donor will be responsible for the costs of an independent, qualified appraisal and any environmental survey costs necessary for VisAbility to consider accepting the property as a gift. Payment of such expenses by the donor shall in no way obligate VisAbility to accept said property.

Should the gift be accepted, the donor will continue to be responsible for the property's taxes, insurance, and maintenance. The donor will sign a separate agreement covering expenses, including remodeling and other improvements. If the donor wishes to sell the property prior to death, the donor and VisAbility will jointly negotiate the terms of the sale. The sale proceeds will be split between the donor and VisAbility in accordance with the then-calculated remainder and life estate values.

D. Life Insurance

VisAbility may accept gifts of life insurance policies if the organization is made the owner and irrevocable beneficiary of 100 percent of the policy. While VisAbility always attempts to honor donor wishes, it reserves the right to determine whether to cash in the policy or retain it as an investment.

1. Partially Paid Premiums

If the donor pays the premium to VisAbility or the insurance company, the donor will get gift credit for the premiums paid.

2. Paid-Up Policies

If the insurance policy is paid in full, VisAbility will record the cash surrender value as a current gift.

3. Non-VisAbility Owned Policies

Where VisAbility receives the death benefits of an insurance policy in which it was named beneficiary but not owner, the full amount received shall be reported as a cash gift on the date received.

E. Planned Gifts

1. Charitable Gift Annuities

A charitable gift annuity is an agreement between VisAbility and the donor whereby the donor transfers cash, securities, or other assets to the organization, and, in return, the organization agrees to pay the donor a fixed amount per year for the life of the beneficiary/ies. Upon the death of the income beneficiary/ies, the annuity balance is distributed to VisAbility.

VisAbility shall offer charitable gift annuity rates in accordance with the parameters established by the American Council on Gift Annuities (ACGA), but in no event shall VisAbility offer payout rates higher than those recommended by the ACGA. The organization reserves the right to negotiate payout rates on all gift annuities to be funded with assets other than cash or publicly traded marketable securities.

2. Deferred Gift Annuities

A deferred gift annuity is similar to a charitable gift annuity except that the donor defers the fixed income amount to a pre-determined point in the future. As with charitable gift annuities, deferred gift annuity rates will be in accordance with the parameters established by the American Council on Gift Annuities.

3. Charitable Remainder Trusts

Charitable remainder trusts are personalized planned giving vehicles that provide income to beneficiaries for life or for a term of years. They are personalized in that the donor, within limits, selects the payout rate and term. Upon the death of the income beneficiary/ies or completion of the term of years, the remainder is distributed to VisAbility. The organization may agree to act as trustee for charitable remainder trusts and reserves the right to charge reasonable fees for acting as trustee. VISABILITY reserves the right to negotiate the payout rate for all charitable remainder trusts while adhering to IRS regulations regarding minimum payout rates.

a. Charitable Remainder Annuity Trust (CRAT)

A charitable remainder annuity trust provides a fixed, guaranteed dollar amount of income to beneficiaries representing no less than 5 percent of the value of the trust's assets at the time the trust is established.

b. Charitable Remainder Unitrust – Straight Fixed Percentage (CRUT)

A charitable remainder unitrusts pay beneficiaries a fixed percentage of the trust's assets based upon an annual revaluation. With a CRUT, payments are variable as they are affected by the annual increase or decrease in the market value of the trust's assets.

c. Charitable Remainder Net Income Unitrust

A charitable remainder net income unitrust requires a payment of the net income produced or a fixed percentage of the trust assets, whichever is less. These trusts may be established with or without “make-up provisions.”

4. Charitable Lead Trusts

A charitable lead trust is a planned giving instrument wherein the donor pays the “lead” income to VisAbility and, after a number of years based on a term or a lifetime, the remainder is returned either to the grantor (a grantor lead trust) or to someone other than the grantor, such as the grantor’s heirs or other beneficiaries (a non-grantor lead trust). A charitable lead trust must be in an annuity or unitrust form.

VisAbility may agree to act as a trustee for a charitable lead trust where the organization is the irrevocable charitable beneficiary. In all cases where VISABILITY agrees to serve as the trustee or co-trustee, the trust document’s terms must be acceptable to the organization. Further, VisAbility reserves the right to negotiate the type of lead trust to be used, the payout rate, the type and amount of funding assets, the term of the trust, and the number of charitable beneficiaries.

a. Charitable Lead Annuity Trust (CLAT)

A charitable lead annuity trust provides VisAbility with a fixed dollar amount each year over the trust’s term.

b. Charitable Lead Unitrust (CLUT)

A charitable lead unitrust provides VisAbility with a fixed percentage payout of the value of the CLUT assets based upon an annual revaluation.

5. Bequests

VisAbility encourages its supporters and friends to provide for the organization’s future by including it in their philanthropic estate plans. A donor may name VisAbility as a beneficiary of his or her Will or revocable trust, IRA, retirement plan assets, or life insurance policy. Bequests may be made in cash, securities, or specific property or by naming VisAbility to receive a specific percentage of the estate or the residue of the estate after the payment of all taxes, other bequests, and expenses.

F. Tangible Personal Property and All Other Non-Cash Gifts

All proposed gifts of tangible personal property and all other non-cash gifts (artwork, collectibles, jewelry, etc.) are first subject to review by the executive committee based on Section II to ensure that the property meets VisAbility’s basic guidelines. If the organization agrees to accept the property, VISABILITY reserves the right to sell the donated property at its

discretion. The organization cannot make property value appraisals for donors; it is the donor's responsibility to consult a qualified appraiser.

VII. Planned Gift Reporting

A. Realized Bequests and Bequest Intentions

Realized bequests will be counted at the value of the assets received, provided they have not been counted earlier in the form of a bequest intention.

VisAbility, when notified of a bequest intention in writing, will provide credit to the donor based upon its bequest counting guidelines. Currently, these guidelines call for counting bequest intentions at the full value for those donors aged sixty (60) and older and discounting the face value of bequests for donors aged 55 to 60. Bequests will be discounted at a flat rate of 3 percent each year if the donor is less than 60 years of age. The donor will be asked to complete a Bequest Confirmation form. In some instances, VisAbility may also request a copy of the relevant portion of the donor's will.

B. Deferred Gifts

Donors of deferred gifts will be recognized as having made a gift equal to the value of the assets transferred.

VII. Ethics/Administration

A. Donor Relations

VisAbility considers the donor's intent and circumstances to be paramount. Every effort will be made to ensure that each gift is beneficial to and in the organization's and the donor's best interest. The donor's charitable interest, finances, relationship with VisAbility, and family will be considered before accepting a gift. No agreement shall be made between VisAbility and any agency, person, company, or organization on any matter related to investments, management, or otherwise that would knowingly jeopardize the donor's interest.

B. Legal Representation

Prospective donors shall be advised to consult with counsel of their choice in all matters related to planned gift instruments, such as drafting of wills, trusts, agreements, contracts, or others. They shall be advised to consult with their attorney or accountant on matters related to gift agreements' tax implications and estate planning aspects. Whenever counsel for VisAbility also acts as an adviser to the donor, VisAbility will notify the donor of a potential conflict of interest.

C. Annuity & Trust Management

VisAbility will contract with a financial service agency to manage and administer annuity and trust assets. Assets shall be managed under the jurisdiction of the executive committee of the board of directors. All fees associated with management, administration, and custody will be paid from the earned income of the assets. VisAbility reserves the right to decline to serve as trustee for any vehicle.

D. Finder's Fees

VisAbility does not pay the finder's fees for gifts. All personnel employed by VisAbility to contact prospective donors shall be paid a salary or fixed wage but shall not receive commissions, which could give such personnel a direct beneficial interest in any agreement.

E. Culture

VisAbility aims to create a culture of donor service to the extent made possible by the law. The organization recognizes that individuals making gifts, either outright or deferred, are almost always trying to help the organization and its mission. It is in this context that these guidelines have been developed.

Though VisAbility makes every effort to consider the benefits to and impact on the donor as well as the organization, VisAbility is not undertaking to protect or defend the donor or provide financial or legal guidance. The donor is ultimately responsible for their actions and decisions and should rely on personal financial and legal advisors to take such actions or make such decisions. Representatives of VisAbility shall exercise caution to avoid pressure, persuasion, or undue influence when informing, counseling, and/or assisting the donor in gift planning concerns, including the exercise of prudent consideration of the donor's personal interests as well as charitable objectives.

F. Confidential Information

All information concerning prospective donors, including names and addresses, names of beneficiaries, nature and worth of estates, amounts of provisions, etc., shall be kept strictly confidential by VisAbility and its personnel unless the donors grant permission to use selective information for purposes of referral, testimonial or example at the discretion of authorized personnel.