

Fremont Area Big Give: Terms and Liability Agreement

In order to participate in the Fremont Area Big Give (FABG), organizations agree to honor the following terms and guidelines:

Organizations must:

- Have a current 501(c)(3) public charity status as recognized by the IRS to be a qualified recipient of tax-deductible gifts (Only one organization per tax identification number is eligible to participate),
- Meet federal filing requirements for tax-exempt organizations,
- Have a visible presence and provide services that directly impact the Fremont/Dodge County area. (Funds raised during the Fremont Area Big Give will be used for services in the Fremont/Dodge County area.),
- Be in compliance with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the USA Patriot Act and all applicable anti-terrorist financing and asset control laws,
- Comply with all terms of participation for the Fremont Area Big Give as outlined in this document by the Fremont Area Community Foundation.
- Be governed by a body such as a board of directors, board of trustees, etc.

The Fremont Area Community Foundation has final discretion in approving organizations for participation.

Platform Fees:

CiviCore, the technology partner for the Fremont Area Big Give, is a recognized technology leader for incentive-based fundraising programs. All transactions are secure as data is encrypted using 256-bit advanced encryption standards. During the Fremont Area Big Give, each donor transaction will incur third-party charges. Credit card donations will be charged up to 5.1% in processing and credit card fees, plus 30 cents per transaction. Donations from a bank account (eCheck) will be charged 40 cents per transaction. At the point of transaction, donors will be provided the option of boosting their gift to help cover these third-party fees. Otherwise, fees will be deducted from the individual gifts.

The Fremont Area Community Foundation does not collect fees or receive financial benefits as coordinator of the Fremont Area Big Give.

Fremont Area Big Give donations:

- Will not provide any benefit or privilege to a donor in return for his/her donation made in conjunction with the Fremont Area Big Give,
- Donors cannot designate or restrict their donations to a specific program or event under the nonprofit organization to which they are donating.

- The Fremont Area Big Give is an online fundraising program. In order for donations to be counted for the match-pool funds and incentive prizes, donations MUST be made online through the FremontAreaBigGive.org website and designated to participating organizations. Donations of cash will be accepted but must be entered by Foundation staff.
- Donors are allowed to schedule a donation in advance beginning on April 30 and up to 11:59 p.m. on May 7, 2018. Only donations scheduled between April 30-May 7 and those provided on May 8 are eligible for online incentive prizes.
- Applicant organizations will receive a proportional share of the match-pool funds based on donations received through the Fremont Area Big Give. The proportional share will be based on the total dollars raised by the individual participating organization in relation to total dollars raised by all participating organizations. Example: If the participating organization raises 5% of total funds raised by all participating organizations during the FABG period, applicant organization will share in 5% of the match-pool funds.
- Any participating organization who secures its own challenge grant beyond the match-pool funds is responsible for obtaining and reporting those funds through the Fremont Area Big Give website.
- Participating organizations will not solicit donations through the Fremont Area Big Give for such purposes as:
 - a. Memberships
 - b. Legally binding pledges
 - c. Support of a political campaign
- Each gift processed through the Fremont Area Big Give is 100% tax deductible. No goods or services may be exchanged for donations or as payment for “quid pro quo” items such as: memberships, gift items, raffles, auction items, tickets or any other activity that provides benefit to the donor.

Promotion and Marketing:

- Participating organizations should promote the event to their donors through methods of their choosing and may take advantage of the Fremont Area Big Give promotional and marketing materials that are made available. Any paid promotional methods utilized by the participating organization are solely at the participating organization’s discretion and expense.
- Event organizers will promote the Fremont Area Big Give through media partners and will provide social media marketing materials and training to participating organizations.
- Participating organizations are responsible for cultivating donors through the Fremont Area Big Give.

Post Event:

- Within 60 days of the event closing, the Fremont Area Community Foundation will provide participating organizations payment in the amount of total donations received on behalf of the participating organization net credit card and transaction fees, plus the applicant organization’s proportion of match-pool funds and incentive prizes.
- Match-pool funds will be distributed to all donations up to \$10,000 per unique donor per nonprofit organization. For example, if a donor gives more than one donation totaling \$10,000

to the same nonprofit, only \$10,000 from that donor will receive its allocated proportion of match-pool funds.

- Each participating organization will have access to its donor list, which includes contact and amount information for their specific donors. Donor information is never sold to a third party.

The Fremont Area Community Foundation has final discretion in approving organizations for participation. For questions regarding eligibility please contact the Fremont Area Community Foundation 402-721-4252.

Liability Release

As the appointed representative, I hereby release the Fremont Area Community Foundation, Fremont Area Big Give, and its affiliates, officers, board, and employees, jointly and severally, from any claims for any loss or damage sustained while participating in the Fremont Area Big Give. This release extends, applies to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, losses and liability and the consequences thereof, as well as those now disclosed and known to exist. This release also extends to coordination of participation efforts and use of public content from this organization's websites for marketing purposes. It is further understood and agreed that participation in the Fremont Area Big Give is not to be construed as an admission of any liability and/or acceptance of assumption of responsibility by the Fremont Area Community Foundation and its affiliates, officers, board, and employees, jointly and severally, or for any damages and expenses for which the Fremont Area Community Foundation, and its affiliates, officers, board, and employees become liable as a result of any alleged act of a Fremont Area Big Give participant.