

ROCHESTER SPORTS FOUNDATION

FUNDRAISING POLICIES AND PROCEDURES

Introduction

The mission of Rochester Sports Foundation (RSF) is to lead efforts in planning and developing future community sports facility needs by utilizing local input and resources to attain outcomes determined by Rochester Sports Foundation leadership. All *Donations* to RSF shall be used to further this mission. RSF is a nonprofit organization. All *Donations* to RSF may be tax deductible subject to current IRS rules and procedures and **Definitions: *Written Tax Receipt* below**. In order to further this mission, RSF shall follow the policies and procedures outlined below.

Fundraising Policy Values

RSF shall direct all *Donations* to programs and organizations that demonstrate well-managed fundraising efforts. RSF will establish and assign fundraising responsibility and authority.

Engaging *Donors* is key to RSF's fundraising efforts. RSF attempts to establish relationships with *Donors* based on connections to RSF's mission, services, results, and other factors.

Donors want their *Donations* to make an impact for the community and to know that *Restricted Donations* are used for the purpose(s) intended. *Restricted Donations* shall be honored. RSF shall demonstrate fiscal responsibility and transparency regarding the use of Restricted Funds.

Donations shall be solicited in a respectful manner and without pressure. RSF solicits *Donations* by letters, phone calls, email, social media, or in-person events. All third parties not directly affiliated with RSF who wish to solicit funds on behalf of RSF shall receive written permission from the RSF Executive Director before beginning any fundraising activities.

RSF is a nonprofit 501(c)(3) organization. *Donations* to RSF may be tax deductible subject to current IRS rules and procedures and **Definitions: *Written Tax Receipt***. *Written Tax Receipts* shall be issued for all *Donations*. If the *Donor* receives something in exchange for the *Donation*, such as a dinner or event admission, the *Written Tax Receipt* shall clearly state what portion of the *Donation* is tax deductible.

For information or questions concerning RSF Fundraising Policies and Procedures, please contact Ed Hruska at ehruska@rochsports.com.

Definitions

Board – RSF Board of Directors.

Donor – An individual, foundation, non-profit, business/corporation, or other entity that makes a charitable *Donation* to RSF.

Donation – A transfer of cash or other items of value or a cancellation or reduction of value of assets made by a *Donor* to RSF.

Donation In Kind - *Donation* of goods or services.

Pledge - Commitment to a future *Donation*. **See, *Restricted Donation and Commitment Letter* below.**

Restricted Donation – *Donation* designated by the *Donor* to be used only for specific purposes. *Restricted Donations* and *Pledges* in a total amount more than \$5,000 shall be kept by RSF in a reserve *Restricted Donation* Fund as set forth in the *Commitment Letter*.

Temporarily Restricted Donation – *Donation* that RSF may use only for the specific purpose intended and for the limited time specified in the *Commitment Letter*.

Unrestricted Donation – *Donation* that RSF may use for any purpose subject to the discretion of the Board. **See, *Classification of Donations* below.**

Written Tax Receipt (4) – A written receipt issued by RSF that determines the value of the *Donation* for RSF purposes. The *Written Tax Receipt* shall clearly state the amount of the *Donation* that is tax deductible. **See, *Determining the Value of Donations* herein.**

Commitment Letter – A written letter committing to a present or future *Donation* (*Pledge*) which sets forth the terms of the *Donation* including whether the *Donation* is Restricted, Temporarily Restricted or Unrestricted.

Classification of Donations

All *Donations* received by RSF are classified as “Unrestricted Donations” with the following exceptions:

Grants and other awards designated by grantors as restricted.

Restricted Donations and *Temporarily Restricted Donations* as defined above.

All *Restricted Donations* shall be detailed in the *Donor’s* Commitment Letter.

All *Restricted Donations* accepted by RSF will be honored.

Donor Levels of Recognition

Donor Levels of Recognition are set out in the RSF Website www.rochsportsfoundation.org

<u>Friend</u> <i>Donors</i> at this level will receive a “Friends of RSF” embroidered fleece.	\$100
<u>Contributor</u> <i>Donors</i> at this level will receive a listing on the website’s Wall of Honor.	\$101 - \$1,000
<u>All Star</u> <i>Donors</i> at this level will receive a photo and biography on the website.	\$1,001 - \$10,000
<u>All American</u> <i>Donors</i> at this level will receive: Logo and biography on the website, and A plaque presentation on site where the majority of the Donation is used with photo and a press release.	\$10,001 - \$100,000
<u>MVP</u> <i>Donors</i> at this level will receive: Logo and biography on the website, A plaque presentation on the site where the majority of the Donation is used, with photo and press release, and Honored as an MVP on the website.	\$100,001 - \$1,000,000
<u>Rochester Sports Hall of Famer</u> <i>Donors</i> at this level will receive: Logo and biography on the website, and Permanent recognition on the site where the majority of the <i>Donation</i> is used. Honored as a Hall of Famer on the website.	\$1,000,001 & up

ROCHESTER SPORTS FOUNDATION

PROCEDURES

Fundraising Oversight

The RSF Board of Directors has overall authority and responsibility for fundraising activities.

Donor Privacy

Your personal information.

RSF is committed to respecting the privacy of *Donors*. The types of *Donor* information that RSF collects and maintains are as follows: Name, address, email and phone.

RSF may collect and maintain additional personal information from and subject to consent of the *Donor*.

RSF may collect and maintain public information subject to the discretion of the Board.

How we use it.

Any information supplied by *Donors* to RSF shall be used solely to fulfill the intent of the *Donation* as set forth in the *Commitment Letter* and shall not be shared for any reason unless permission to share is granted by the *Donor*. RSF does not sell or share *Donor* lists. *Donors* who supply RSF with their postal address or email address may be contacted periodically for solicitation purposes and/or for information regarding upcoming events. **See also, Fundraising Procedures. Documentation and Recordkeeping.**

How you can limit contact from RSF.

All requests to remain anonymous shall be honored. At any time, *Donors* may request to be added or removed from the RSF contact list. This includes phone calls, postal mail and/or email. *Donors* may make this request by phone, postal mail, and/or email. All requests to be removed from RSF contact list shall be honored.

Donors may be placed on a “once-a-year” contact list in the same manner as described above.

Determining the Value of Donations

The value of all *Donations* for RSF purposes shall be the value agreed upon between the *Donor* and RSF.

If the fair market value of a *Donation in Kind* appears to exceed \$100,000, the *Donation in Kind* shall be referred to a qualified appraiser who will determine the value of the *Donation* for RSF purposes. The *Donor* shall be provided with a *Written Tax Receipt* showing the value determined for RSF *Donation* purposes.

Donor Acknowledgements

Within seven days of receipt of a *Donation*, *Donors* to RSF shall receive:

- A Thank You Letter, and
- A *Written Tax Receipt*

Donors of more than a \$100 single *Donation* shall also receive a personal phone call from the Executive Director or a Director. Every new *Donor* shall be included in informational mailings and receive invitations to special events subject to “*How you can limit contact from RSF*” above.

General Donation Acceptance

Donations to RSF may take a variety of forms. Many are outright *Donations* by living *Donors*. Some are bequests or testamentary *Donations* that may take effect upon the *Donor's* death. Others may be different forms of deferred or split-interest *Donations*. Each *Donation* shall be handled as described below subject to the discretion of the RSF Board.

Cash. RSF may accept outright cash *Donations* in any amount. Cash *Donations* made to establish a *Restricted Donation Fund* shall meet the minimum funding requirements set by the Board (currently \$5,000). A *Donor* may establish a *Restricted Donation Fund* in a single transaction, or agree to build to \$5,000 over a period of time mutually acceptable to the *Donor* and RSF as set forth in the *Commitment Letter*. **See, Fundraising Policies: Definitions: *Restricted Donation*.**

Tangible Personal Property. Tangible personal property may be accepted as a *Donation*, provided that (1) such property is saleable and (2) the *Donor* agrees that the property may be sold at the discretion of the Board. The value of all *Donations* for RSF purposes shall be the value agreed upon between the *Donor* and RSF.

If the fair market value of a *Donation in Kind* appears to exceed \$100,000, the *Donation in Kind* shall be referred to a qualified appraiser who will determine the value of the *Donation* for RSF purposes. The *Donor* shall be provided with a *Written Tax Receipt* showing the value determined for RSF *Donation* purposes. **See, Fundraising Procedures: Determining the Value of Donations above.**

Publicly-Traded Securities. RSF may accept *Donations* of publicly-traded stocks and bonds at fair market values as determined under Internal Revenue Service rules. *Donations* of publicly-traded securities will generally be sold as soon as possible. Any *Donor* established *Restricted Donation Fund* shall be credited with the net proceeds of the sale—after deduction of commissions and expenses, if any.

Life Insurance Policies. RSF may accept *Donations* of life insurance policies, provided that the *Donor* provide a *Commitment Letter*—agreed to by RSF—for the payment of any required premiums.

Real Property. All proposed *Donations* of real estate must be evaluated and approved by the Board. **See, Determining the Value of Donations above.**

Closely-Held Stock and Partnership Interests. All proposed *Donations* of closely-held stock and partnership interests must be evaluated and approved by the Board. **See, Determining the Value of Donations above.**

Testamentary Donations.

All proposed testamentary gifts must be evaluated and approved by the Board. **See, Determining the Value of Donations above.**

Donation Restrictions and Rejection

RSF reserves the right to refuse any proposed *Donation* as determined by the discretion of the Board. *Donations* to RSF may not be subject to any material restriction or condition that would prevent RSF from freely and effectively employing the transferred assets, or the income derived therefrom, in furtherance of its exempt purposes.

Use of Donations in Accordance with Donor Intent/Restricted Donation Fund

RSF shall use all *Donations* in accordance with *Donor* intent/*Restricted Donation*. Examples of *Restricted Donations* might include: Using *Donations* for a capital campaign to fund new facilities or using *Donations* to attract private investment or other planning that assists completion of existing or future facilities. *Donations* used to fund RSF operations must be clearly communicated by the *Donor* in a written *Commitment Letter* in advance of the *Donation*. **See, Fundraising Policies. Definitions: Commitment Letter and Unrestricted Donations.**

RSF Sponsored Fundraising Events

RSF must net at least 50% of gross income for any RSF Sponsored Fundraising Events. A detailed budget shall be prepared and approved by the Board of Directors in advance of the RSF Sponsored Fundraising Event. Proceeds of RSF Sponsored Fundraising Events shall support RSF identified needs and be approved by the Board of Directors. All RSF Sponsored Fundraising Events must be evaluated for continued offering. RSF will provide clear communication to guests at RSF Sponsored Fundraising Events regarding the portion of the ticket price limited to the charitable deduction amount. **See, Fundraising Policies. Definitions: Written Tax Receipt.**

Documentation and Recordkeeping

RSF shall comply with all legal and regulatory requirements. *Donor* documentation will be retained for seven years. Documentation in writing or recorded electronically regarding *Donors* and *Donations* shall be maintained separately in a secure location. Confidential information used for individual *Donations* by credit card or bank account numbers shall be destroyed immediately after the *Donation* is complete. **See, Fundraising Procedures: Donor Privacy.**

RSF Staff Training

Staff involved with fundraising activities shall be trained on RSF Fundraising Policies and Procedures. Ongoing training shall be provided when there is a significant change in legal or regulatory requirements or in RSF Fundraising Policies and Procedures.

Use of Volunteers

Volunteers may be involved in RSF Sponsored Fundraising Events in a limited capacity. Recruitment, training and supervision of volunteers shall be determined by the Board on a case-by-case basis.