

AGREEMENT TO ADMINISTER A DISTRICT 5240

CLUB FUNDRAISER PROGRAM

FOR THE ROTARY YEAR 2014-2015

PARTIES TO THE AGREEMENT

This agreement is between Rotary District 5240 Charitable Foundation, a 501(c)(3) (“**Foundation**”) and a District 5240 Rotary Club, a 501(c)(4) (“**Club**”), where that Club does not have its own, separate charitable organization established.

The approved agreement will be posted at the District 5240 website for public review and supersedes all previous agreements.

PURPOSE OF THE AGREEMENT

The purpose of this agreement is to specify the terms and objectives of the arrangement between The Foundation and The Club when The Foundation acts as the charitable organization for a Club’s fundraising endeavor/project. This program shall be known as the DISTRICT 5240 FOUNDATION - CLUB FUNDRAISER PROGRAM. The Club’s sole purpose for raising funds in this program is to grant the amounts raised to other U.S. charitable organizations exempt from tax pursuant to Internal Revenue Code Section 501(c)(3).

ESTABLISHING A FUNDRAISING ARRANGEMENT

For each fundraising endeavor, The Club shall complete the District 5240 Foundation - Club Fundraiser Participation form. The form shall specify applicable information with respect to the fundraiser, the persons in charge and authorized agents. The form shall be submitted to The Foundation president for approval and acknowledgement before fundraising begins.

FUNDING AND MAINTENANCE

Upon the receipt of approval and acknowledgement from The Foundation president, the Club shall conduct its fundraising project and direct charitable contributions in excess of \$250 to be payable to Rotary District 5240 Charitable Foundation with the Rotary Club’s name in the memo or otherwise indicated and mailed or otherwise directed to the Foundation Treasurer for deposit to the Foundation operating account. The Foundation Treasurer shall establish a separate class and hold the funds as temporarily restricted funds. The Foundation will hold the funds until such time as the Club directs the disbursement. The funds will not accrue interest.

FUNDING REQUIREMENTS AND TERMS

Contributions to the Foundation shall provide the payer’s name, address and if a business, the contact individual’s name and title and the Club’s name. The Club Person in Charge should notify the Treasurer what contributions are forthcoming and from whom if they are paid and mailed directly to the Foundation.



The Club shall follow appropriate fundraising guidelines established by the Club. The Foundation is not responsible for the actions of the Club or its members. The Foundation acts only as depository for the funds.

In addition The Foundation will:

- Send the contributor the required contemporaneous written acknowledgement as required by law for those contributions in excess of \$250.
- Track funds received pursuant to the arrangements and earmark them in a separate class in the financial statements.
- Provide information to the Club's person in charge of the fundraiser upon request or other arrangement.
- Disburse funds to charitable organizations exempt pursuant to §501(c)(3) as directed by the Club's person in charge

USE OF FUNDS

The funds shall be awarded at the discretion of the Club to a charitable organization that holds an IRS exemption letter pursuant to §501(c)(3); that is in good standing with the Secretary of State and that accepts the contribution. The Club shall direct the disbursement of funds within six months of the fundraising project and before the end of the Club's and Foundation's fiscal year in which the funds are raised, if possible or by the end of the following fiscal year. The method to direct the disbursement is described in the on the Fundraiser Participation Form.

LIMITATIONS TO THE USE OF FUNDS

The following limitations shall apply:

1. At no time shall the Foundation disburse funds in excess of the amount received under the arrangement.
2. The funds raised will not accrue interest during the time that the Foundation holds them in the operating account.

PROCESS

1. Complete form
2. Obtain approval/acknowledgement
3. Hold fundraiser
4. Direct funds to Foundation
5. Notify Treasurer of amounts coming directly
6. Convene group to direct disbursement.
7. Complete check request form.
8. Submit check request to DCF President

The Foundation will manage the final approval of funds.

The Club shall complete the Disbursement Request Form and submit it to the Foundation along with the organization's IRS 501(c)(3) exemption letter. The Foundation will review the request in a timely manner and make the disbursement.



APPLICATION AND APPROVAL

The Club shall complete the Disbursement Request Form and submit it to the Foundation along with the organization's IRS 501(c)(3) exemption letter. The Foundation will review the request in a timely manner and make the disbursement.

COMPENSATION

The Foundation shall be reimbursed for its actual out of pocket costs of administering the DISTRICT 5240 FOUNDATION - CLUB FUNDRAISER program. Such costs might include but are not limited to bank fees, postage, etc. and shall not exceed 3% of the amount collected.

FUNDS ON HAND AT TERMINATION

Should this agreement terminate as provided herein, all funds on deposit with The Foundation shall remain the property of The Foundation and The Foundation may, at its discretion, utilize the funds for whatever charitable purpose it deems appropriate.

Agreed to:

For The District:

Loretta Butts
Loretta Butts
Governor (2014-2015), Rotary District 5240

12-1-15 X4
Date

For The Foundation:

Edwin A. Velarde
Edwin A. Velarde
President (2014-2015), Rotary District 5240 Charitable Foundation

12-1-15 X4
Date

For The Club: *(to be signed by the Club upon submission with Participation Form)*

President _____ - _____ Rotary Club of _____

Date

