

The Mountain

RETREAT AND LEARNING CENTER, INC.

Gift Acceptance Policy

1. Introduction

The Mountain Retreat & Learning Center(The Mountain) is a not for profit corporation organized in the state of Georgia, and registered with the state of North Carolina. The Mountain solicits and accepts gifts to fund its vision and activities in the fulfillment of its mission, as well as special projects.

Vision: *An Exemplary retreat, camp and learning center that celebrates Unitarian Universalist principles, inspires people of all ages, transforms lives, and builds a more compassionate world.*

Mission: *The Mountain enriches lives, fosters an appreciation of the natural world, honors the interconnectedness of all things, and inspires people to build inclusive, meaningful, sustainable communities throughout their lives.*

The Mountain urges all prospective donors to seek the assistance of personal legal, tax and financial advisors in matters relating to their gifts, including the resulting tax and estate planning consequences. The following policies and guidelines govern acceptance of gifts made to The Mountain for the benefit of any of its operations, programs or services.

The Mountain will not accept gifts that:

- would result in The Mountain violating its articles of incorporation or applicable state or federal laws and/or regulations,
- would result in The Mountain losing its status as a tax-exempt organization,
- are too difficult or too expensive to administer in relation to their value,
- would result in any unacceptable consequences for The Mountain including harm to its reputation, or
- are for purposes outside The Mountain's mission.

Decisions on the acceptance or refusal of a gift in a form other than cash or marketable securities shall be made by The Mountain Retreat & Learning Center's Board of Trustees (the Trustees). The Executive Director is authorized to accept all gifts permitted by this policy except those for which the Trustee's approval is expressly required.

2. Unrestricted and Restricted Gifts

The Mountain encourages its donors to make unrestricted gifts. Unrestricted gifts provide The Mountain with the greatest flexibility in directing resources where they are most needed at any particular time. Donors shall always be encouraged to consider unrestricted gifts, gifts to The Mountain Endowment Fund, or gifts restricted to The Mountain's budgeted priorities. The Mountain accepts restricted gifts as follows:

- **Purpose-Restricted One-Time Gifts:** The Mountain will accept gifts restricted as to the purpose for which they can be used when they support activities included in the annual budget or specified in a special campaign. Restricted gifts for other purposes must be reviewed and approved by the Trustees.

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- **Gifts to The Mountain Endowment Fund:** The Mountain Endowment Fund, Inc. was established in 1996 as a charitable organization, operates independently of The Mountain's governance. The Mountain Endowment Fund, Inc. is both a 501(c)(3) organization and a 509(a)(3) supporting organization.
- The Mountain Endowment Fund (Endowment Fund) principal is invested in the Unitarian Universalist Association's UU Common Endowment Fund (UUCEF). The Mountain Board and Executive Director have the discretion to contribute a portion of unrestricted bequests and planned gifts to the Endowment Fund. (see Addendum B).
- Gifts of cash, stocks, mutual funds, and securities or a bequest may be made to The Mountain Endowment Fund, to the same mailing address: PO Box 1299, Highlands, NC 28741. Donors to The Mountain Endowment Fund are considered members of the June Cravens Sholin Tower Society. For more information about The Mountain Endowment Fund, contact endowment@themountainrlc.org.

3. Types of Gifts

A. Gifts of Cash

Checks shall be made payable to "The Mountain Retreat & Learning Center" and shall be mailed or delivered to The Mountain, P.O. Box 1299, Highlands, NC 28741. Gifts may also be made online via credit card at www.themountainrlc.org. Gifts of currency will be acknowledged with a written receipt.

B. Gifts of Securities

- **Marketable securities** will be administered through DTC Stock Transfer for the benefit of The Mountain Retreat & Learning Center or in the form of stock certificates by mail. As a general rule, gifts of marketable securities will be converted to cash promptly, subject to the goal of maximizing the realizable value. Notify our Finance Department (828) 526-5838 ext. 221 when you know the exact date you will transfer or mail your stock so the transfer can be monitored.
- **DTC Stock Transfers**--give a letter of authorization to your broker with these instructions:
- **Mailing securities to our broker:**
 - Sign the back of the certificate(s) as registered on the front and fill Scottrade on the Attorney line.
 - Send by certified mail, FedEx or UPS to:
Scottrade, Attn: Ted DeLong, 780 Hendersonville Rd, Suite 3, Asheville, NC 28803-2926
 - Complete a "Letter of Relinquishment" from you to our broker. (see Addendum A)

C. Legacy & Planned Gifts

- Donors making legacy and other planned gifts to The Mountain Retreat & Learning Center are encouraged to notify The Mountain's Development Director (ext. 254) of their intent to make such a gift. Donors should arrange legacy and planned gifts through their own financial or legal professional advisors. The Unitarian Universalist Association's Stewardship and Development office provides a variety of services to assist donors in making gifts to The Mountain, as well as to congregations. For more information: <http://www.uua.org/giving/planned>

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- **Bequests:** The Mountain welcomes bequests made by donors through their wills and trusts. Such bequests will not be recorded in the financial records of The Mountain until such time as the gift is irrevocable.

When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded by The Mountain at the time the gift becomes irrevocable.

The Mountain will accept the gift as stipulated by the will or trust. Gifts not restricted to a specific purpose or the endowment will be used where they are most needed at the time of receipt.

- **Charitable gift annuities (CGA):** The Mountain's supporters may wish to establish a charitable gift annuity during their lifetime, set up through the Unitarian Universalist Association or a financial institution. Such gifts can provide lifetime income, income tax deductions, and support to The Mountain. Donors are advised to consult a financial planning or investment professional.
- **Other planned gifts:** The acceptance of other planned gift instruments, such as Pooled Income Trusts, Charitable Remainder Trusts, and Charitable Lead Trusts may also be made through the Unitarian Universalist Association or a financial institution.
- **Life Insurance Beneficiary Designations:** Donors and supporters are encouraged to name The Mountain as beneficiary or contingent beneficiary of their life insurance policies. Such designations shall not be recorded as gifts until such time as the gift is irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.
- **Life Insurance:** The Mountain must be named as both beneficiary and irrevocable owner of an insurance policy before a life insurance policy can be recorded as a gift. The gift is valued at its interpolated terminal reserve value, or cash surrender value, upon receipt. If the donor contributes future premium payments, The Mountain will record the entire amount of the additional premium payment as a gift in the year that it is made. If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, The Mountain may continue to pay the premiums, convert the policy to paid-up insurance, or surrender the policy for its current cash value.

D. Gifts in Kind

Gifts in kind of property or services will be accepted only if deemed useful and valuable to The Mountain by the Executive Director. While The Mountain will value such gifts for its own recordkeeping purposes, the donor is nevertheless responsible for making a value determination for the donor's own tax purposes, ideally with the input of a tax specialist.

E. Other Gifts, including Real Estate and Tangible Property

The Mountain reserves the right to decline gifts which are too restrictive in purpose, too difficult to administer, or for purposes outside of its mission. The Trustees shall have the final authority to reject any gift for any cause. Acceptance of gifts of real estate, tangible property, remainder interests in property, oil, gas and mineral interests, or bargain sales, will be determined by the Trustees. Consideration will be given to the time and costs involved in assessing and structuring the gift before accepting it.

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4. Gift Valuations

The Mountain's recordkeeping shall follow legal requirements and guidelines for income recognition and the valuation of gifts such as stock, real estate, personal property, and life insurance that require specific methods of valuation. However, the donor's valuation of non-cash gifts for the donor's own tax purposes is the responsibility of the donor.

5. Donor Recognition

The Mountain Retreat & Learning Center (The Mountain) provides limited naming opportunities for significant and substantial gifts of funding for capital projects and special programs. Major donors may request for consideration their names, or the name of a loved one, be associated with a particular facility space, landscape or environmental element, programs, staff position, or special fund.

In general, the Trustees shall establish criteria for the recognition, honoring and stewarding of donors, in consultation with the Executive Director, Development Director, and Institutional Advancement Team. (see Naming Rights Policy, Addendum C)

6. Stewardship

The Mountain will be responsible for good stewardship toward its donors by following these guidelines:

- All gifts will be acknowledged in writing within the required, or otherwise reasonable period of time.
- Gifts to The Mountain and accompanying correspondence will be considered confidential information, with the exception of the publication of donor recognition lists. All donor requests for confidentiality will be honored except as may be required by law.
- Lists or data files including the names of donors or other personal information will not be sold or given by The Mountain to other organizations.

7. Conflict of Interest

Those individuals who normally engage in the solicitation of gifts on behalf of The Mountain shall not personally benefit by way of commission, contract fees, salary, or other benefits from any donor in the performance of their duties on behalf of The Mountain, nor should any benefit be received by a family member or business of the solicitor.

The Mountain Retreat & Learning Center is grateful for the generosity of its supporters.

Thank you!

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Addendum A

Relinquishment Letter

(for giving stock by mail)

TO: Scottrade

I, _____ am handing you herewith, _____ shares of
_____ stock registered in my name with the request that you apply
this security to the account of:

The Mountain Retreat & Learning Centers, Inc.

Account number: 56787805

I hereby confirm that I relinquish ownership of these securities to the above referenced brokerage account owners.

Very truly yours,

The Mountain

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Addendum B

Guidelines for Acceptance of Bequests and Planned Gifts

The Mountain Retreat & Learning Center (The Mountain) and The Mountain Endowment Fund (Endowment Fund) are two separate entities, with a shared mission, mutual interests, and donors in common. The Mountain receives annual distributions from the Endowment Fund, as specified by The Mountain Endowment Fund Board policies. Therefore, a strong and healthy Endowment Fund is of mutual interest and benefit to both entities.

Donors may choose to make a bequest or planned gift to The Mountain or the Endowment Fund, or to both. The Mountain will honor explicit instructions and intentions for all bequests and planned gifts received, as specified by the donor and in keeping with its Gift Acceptance Policies.

If The Mountain receives a bequest or planned gift that does not designate funding for the Endowment Fund, a portion of the gift will be distributed using the following guidelines:

Bequests and planned gifts less than \$50,000:

The Executive Director will determine the amount to be distributed to the Endowment Fund, based upon the total amount received and the budgetary needs and financial considerations of The Mountain at the time.

Bequests and planned gifts \$50,000 and greater:

In most cases, and at the discretion of The Mountain Board, ten percent 10% of unrestricted funds received may be distributed to the Endowment Fund. In some cases, a maximum amount may be distributed. The Board's decision may vary depending on total value of the gift and the budgetary needs and financial considerations of The Mountain at the time the gift is received.

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Addendum C

Naming Rights Policy(approved 12/21/2016)

The Mountain Retreat & Learning Center (The Mountain) provides limited naming opportunities for significant and substantial gifts of funding for capital projects and special programs. Major donors may request for consideration their names, or the name of a loved one, be associated with a particular facility space, landscape or environmental element, programs, staff position, or special fund.

1. The Mountain Board of Trustees retains full responsibility, and the authority to delegate responsibility, for determining the size and type of gift appropriate for naming opportunities and for making any exceptions to these policies.
2. A signed letter of intent and payment schedule must be received before the gift will be included in any recognition materials, donor recognition displays, or campaign publications.
3. Recognition of donors may include their naming in:
 - annual reports, funding and campaign materials
 - The Mountain's website
 - The Mountain's social media and media publicity venues
 - organization publications
 - plaques on named buildings and spaces
 - publicly visible recognition wall displays
4. All plaque language must be approved by the donor before ordering and should conform to basic standards adopted by The Mountain. Sample: *The renovation of this space was made possible by the generosity of MaryJ.Doe.*
5. If a named structure deteriorates over time and the original donor cannot be contacted or is not willing to make a new donation for the repairs and renovations, the name may be changed so a new donor may make a named donation for the purpose.
6. Donors may choose to remain anonymous.
7. A name may be removed at the request of the original donor.
8. Should The Mountain cease to exist as an independent organization or be merged with another organization, existing names shall be retained but will be governed from that date on by the policies of the succeeding organization.
9. Decisions regarding the specifics of the naming process will be the responsibility of the person or group delegated by the Board Trustees. These will include but are not limited to:
 - determination of various levels for naming
 - style of donation signage
 - how often new plaques are engraved
 - choice of vendor
 - budget for naming expenses