

Gift In-Kind Evaluation Form

The purpose of this form is for CCCC Foundation (“Foundation”) personnel to evaluate a potential gift-in-kind donation (“Donation”) before taking possession of the Donation. Acceptance of this form by Foundation personnel does not constitute acceptance of the Donation. After completing the evaluation, if the Foundation is interested in taking possession of the Donation, Foundation personnel will notify the Donor and provide a Donation In-Take Agreement for completion by the Donor.

Information provided on this form will be used to determine the acceptability of the Donation and, if the Donation is accepted, to inform the procedures for recording and distributing the gift. **The Donor represents and warrants both (a) that the Donor holds clear title and ownership, if applicable, to the Donation described herein and (b) that the information provided on this form is accurate and correct to the best of the Donor’s knowledge. In the event that the Foundation takes possession of the Donation from the Donor, the Donor agrees to defend, indemnify, save, and hold harmless the Foundation against any adverse claims of ownership raised by third parties regarding the Donation, including the Donor’s estate, successors, heirs and assigns.**

The Foundation Executive Director has sole and exclusive authority to accept a Donation. No other individual may accept a Donation on behalf of the Foundation, and the Donor acknowledges it may not rely on the representation of any other individual regarding the acceptance of the Donation. In the event that Donor does rely on the representation of someone other than the Foundation Executive Director, Donor agrees to bear all additional expenses associated with correcting any claims, damages, or costs as a result of said reliance.

In the event that the Foundation accepts the Donation, Donor agrees (1) to surrender all rights, control, and privileges to the Donation, including but not limited to claims of ownership or income, and (2) to defend, indemnify, save, hold harmless, and release the Foundation from any claims relating to the disposition of the Donation, including but not limited to the use or disposal of the Donation, from and against the Donor, the Donor’s estate, successors, heirs, or assigns, and all third parties. While the College may make reasonable efforts to assist in the transportation and relocation of the Donation as a courtesy to the Donor, the Donor shall ultimately be responsible for the transportation and relocation of the Donation, including but not limited to shipping and freight expenses, insurance, damages, claims, and liabilities. Transportation and relocation of the Donation shall be Freight On Board (FOB) Destination, with ownership and responsibility for the Donation only transferring upon physical delivery of the Donation to the Foundation.

Please note it is solely the Donor’s responsibility to establish the gift’s fair market value, including bearing the expense for any required appraisals. CCCC Foundation policy requires that gifts valued at or greater than \$5,000 must include an independent appraisal. Please note that nothing contained in this document should be construed as tax advice and that you should consult with a tax advisor to determine the tax implications of any donation.



Donor: _____

Company Contact (if applicable): _____

Physical Address: _____

Phone: _____ Email: _____

Is the gift being given to a specific department or area of the College? If so, which one?

College representative evaluating gift: _____

Value of donation \$ _____

Description of item(s): *(Please include title/registration information on all vehicles.)*

Special arrangements (e.g., transportation needs, delivery date, insurance, registration, taxes) The college employee accepting the gift must set and confirm these.

Signature of Donor: _____ **Date:** _____

FOR FOUNDATION USE ONLY

Signature of College Representative: _____ Date: _____

Signature of Foundation Executive Director: _____ Date: _____

