



A LETTER OF INTENT BETWEEN

DONOR(S) AND GAIA HOME

[DONOR(S)] (“Donor Advisor(s)”), desire to provide or facilitate the provision of financial resources through a Donor Advised Fund (“DAF”) to Gaia Home (Gaia). These funds will be applied to The Building & Operations Fund which supports the Gaia Home campaign, including but not limited to construction of private units and the main lodge, start-up operational costs, and other expenses necessary to establish and operate the community dedicated to end-of-life care.

The Donor Advisor(s) intend to facilitate Gaia’s receipt of no less than \$_____ (“Gift Intention”) in cash or publicly traded securities by making personal gifts (the “Gifts”), recommending distributions from a DAF they have established (the “Distributions”), or both. The DAF is _____ located at:

_____(Street), _____ (Suite)
_____(City), _____ (State), _____ (zip code)

1. The Donor Advisor(s) acknowledge Gaia will consider this Letter of Intention in accordance with the Gift Acceptance Policy, attached at Exhibit “A”.
2. Non-Binding. The Donor Advisor(s) are not obligated to make any recommendations to the institution that holds their DAF (the “Institution”), and the Institution is not obligated to make any distributions, unless the Institution otherwise agrees to obligate itself through a separate agreement with Gaia. Recommendations from the Donor Advisor(s) to the Institution are advisory only and subject to the review and approval of the Institution.
3. No Personal Benefit. The Donor Advisor(s) shall not receive any personal benefit in exchange for facilitating the Distributions, nor shall they have any control of the Gifts or Distributions once received by Gaia.





4. No Pledge Agreement. This Letter of Intent is a statement of the Donor Advisor(s)'s present intention only and it is not intended to be a legally binding pledge agreement. It is not to be enforceable against the Donor Advisor(s), the Donor Advisor(s)'s Estate, the DAF, or the Institution.
5. Schedule for Gifts or Distributions. The Donor Advisor(s) intend to make annual Gifts or recommend Distributions of \$ _____ per year to Gaia. If the total of all annual gifts or recommended distributions is an amount equal or greater to a naming opportunity, Gaia Home will recognize the donor per its "Naming Opportunities Terms & Conditions."

To the extent any of the above payments are Distributions, and not Gifts, the Donor Advisor(s) intend to ensure that sufficient funds are available in the DAF to fund the Distributions at the time each recommendation is made.

This letter of intent is dated this _____ day of _____, 20_____.

RECOGNITION

In Gaia Home's publications and signage, Donor Advisor(s) want to be listed as follows (if you wish to not be listed, please put "anonymous"):

DONOR ADVISOR SIGNATURE

Donor 1 (Print Name)

Donor 2 (Print Name)

Donor 1 (Signature)

Donor 2 (Signature)

GAIA HOME

Kilee Harmon, Executive Director

Please mail the completed donor gift intention form to the address below or email it to kilee@thegaiahome.org. If it is digitally completed and electronically signed, there is no need to mail or email the form.





Naming Opportunities Terms & Conditions

Below are the terms and conditions for the naming opportunities available during the Gaia Home Campaign.

1. The appropriateness of accepting and maintaining a naming shall be determined by Gaia Home with consideration for the impact of the gift on construction of the facility and success of the capital campaign, the value of the space and its marketability to prospective donors.
2. Because fundraising precedes final design and construction, changes in the building plans may require substitutions of naming opportunities. In these cases, Gaia Home will endeavor to offer donors the available opportunity that, in the judgment of both Gaia Home and the donor, most closely matches the original naming opportunity.
3. Gaia Home will reserve naming opportunities throughout the campaign and will provide donors with written agreements specifying the naming being reserved, the amount and timing of the gift, the expected duration of the naming, and the possibility of the need for substitution.
4. Naming opportunities for individuals and/or families are fifteen (15) years and are ten (10) years for corporations and foundations. During this time, Gaia Home will maintain recognition of the donor so long as the building is owned and used by Gaia Home.
5. When the time comes to refresh or rebuild the building and/or site, current donors will be given the first opportunity to sustain their support at the level that is appropriate at that time.
6. If the building and/or Gaia Home grounds is destroyed by fire, earthquake, flood, or other casualty, and if the Gaia Home is able to rebuild the building or ground area with the proceeds of insurance payments, the donor's name will be placed on the replacement building or grounds area in substantially the same manner as it appeared in the original building or grounds area. If the building and/or grounds area is demolished because of obsolescence or other circumstances and is not replaced, or not replaced with the proceeds of insurance, the donor's contribution will be acknowledged with a plaque in a prominent location in a replacement building or grounds area of Gaia Home.
7. If Gaia Home is unsuccessful in building and/or operating a residential end-of-life facility, inpatient facility, or other licensed facility dedicated to hospice, end-of-life, and/or palliative/seriously ill care, or is unsuccessful in providing programmatic services that support community-wide and healthcare provider education, workforce development, and the expansion of and access to hospice, end-of-life, and/or palliative/seriously ill care services within the state of ND, then all net income in the building and operations fund shall be dispersed to the non-profit organizations who partnered with, or were in the process of partnering with Gaia Home, or that have capabilities to build and/or operate a residential end-of-life facility, inpatient facility, or other licensed facility dedicated to hospice, end-of-life, and/or palliative/seriously ill care, support community-wide and





healthcare provider education, workforce development, and/or the expansion of and access to hospice, end-of-life, and/or palliative/seriously ill care services within the state of ND.

Termination of Naming

Gaia Home may revoke and/or terminate a naming if any of the following conditions occur:

1. If donor or donor's estate does not fulfill annual gifts or recommended distributions from a donor advised fund to a total amount equal to a naming opportunity in the time indicated in a letter of intent completed by donor.
2. Gaia Home determines association with the donor will materially damage the reputation of Gaia Home.
3. A change in family or organizational circumstances causes the donor or affected individual(s)/organization(s) to request a name change or revocation.

Upon any such termination of an agreement and/or the naming, the Board and Gaia Home shall have no further obligation or liability to the donor and shall not be required to return any portion of the gift already paid. The Board, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the gift already received.





Exhibit "A"

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|-----------------------|------------------------------|
| Approved by: | Board of Directors |
| History | Issued June 1, 2022 |
| | Revised March 28, 2024 |
| | Last Reviewed March 28, 2024 |
| Additional References | |
| Responsible Official | Executive Director |

GIFT ACCEPTANCE POLICY

Mission

Gaia Home (the "**Non-Profit**") is a home that specializes in end-of-life care in a true home setting, for families and their loved ones facing the final season of life, whose mission is to bring comfort, compassion, and dignity to all persons and their loved ones, as they nurture the human spirit through the end-of-life journey.

Purpose of Policy

This gift acceptance policy (the "**Policy**") establishes guidelines governing the acceptance of gifts by the Non-Profit for the benefit of any of its operations, programs, or services, and provides guidance to prospective donors and their advisors when making gifts to the Non-Profit.

Guidelines

1. The Non-Profit's chairperson, executive director, authorized board of directors (the "**Board**") members, and staff, and in limited circumstances, designated volunteers, shall have the authority to solicit and accept gifts on behalf of the Non-Profit in compliance with this Policy. They shall comply with all federal, state, and local laws and regulations concerning the solicitation and acceptance of gifts.

2. The Gaia Home Finance Committee (the "**Finance Committee**") shall review proposed gifts. The Finance Committee may consult any professional, employee, or volunteer as it deems necessary or advisable. The Board shall:

(a) Delegate to the Finance Committee the authority to review and accept gifts. The Finance Committee may accept or reject the gift and make its recommendations to the Board on gift acceptance issues.



(b) Maintain the right to review and revise any decision of the Finance Committee.

(c) Review and monitor at least annually the Finance Committee's compliance with this Policy.

3. The Non-Profit's acceptance of any gift is at the discretion of the Non-Profit. The Non-Profit will not accept any gift:

(a) unless it can be used or expended consistent with the Non-Profit's purpose and mission;

(b) if it attempts or requires discrimination based upon race, religion, gender, sexual orientation, age, national origin, color, disability; and

(c) if it may potentially jeopardize the Non-Profit's tax-exempt status or violate the Non-Profit's policies, or federal, state, or local laws.

4. No irrevocable gift, whether outright or life-income in character, will be accepted if under any reasonable set of circumstances the gift would jeopardize the donor's financial security.

5. The Finance Committee will review any gifts with restrictions and will not accept gifts with restrictions that:

(a) would result in a violation of the Non-Profit's [certificate of incorporation] or loss of its tax-exempt status; or

(b) are otherwise found inappropriate or inadvisable.

Gift Types

6. Cash. The Non-Profit will accept all unrestricted gifts of cash or cash equivalents, regardless of amount. Checks or money orders must be made payable to the Non-Profit and shall not be made payable to any employee, agent, or volunteer for the credit of the Non-Profit.

7. In-Kind Gifts. The Non-Profit will accept gifts of in-kind services or goods, including tangible personal property, if they directly serve a need of the Non-Profit. Otherwise, acceptance of an in-kind gift will be at the discretion of the Finance Committee.

The Non-Profit will generally accept unrestricted, tangible personal property if determined to be in the best interest of the Non-Profit. Tangible personal property may include art, furniture, jewelry, equipment, cars, boats, commodities, livestock, and any other personal item owned by a



donor. In deciding whether or not to accept tangible personal property, the Non-Profit will consider:

- (a) the carrying costs for the property, including maintenance and repairs;
- (b) the cost of insurance;
- (c) storage and transportation costs; and
- (d) the marketability and cost of selling the property.

8. Publicly Traded Securities. Securities which are traded on the New York or American Stock Exchange in the U.S., or Canadian Stock Exchange in Canada, shall be accepted by the Non-Profit. It may be anticipated that such securities will be immediately sold by the Non-Profit. In no event shall an employee or volunteer working on behalf of the Non-Profit commit to a donor that a particular security will be held by the Non-Profit unless authorized to do so by an officer of the Non-Profit.

9. Cryptocurrency. The Non-Profit may accept gifts of cryptoassets and other forms of digital assets after due diligence is performed to determine that the asset is able to be transferred and liquidated. All cryptoassets will be sold promptly upon receipt unless otherwise directed by the Non-Profit.

10. Gifts Subject to Review. Certain other gifts subject to review by the Finance Committee before acceptance include but are not limited to:

- (a) Closely held securities, including interests in limited partnerships and limited liability companies.
- (b) Real property.
- (c) Oil, gas, or mineral interests.
- (d) Life insurance policies.
- (e) Life estate gifts, including charitable trusts. [No review is necessary if the Non-Profit is named a remainder beneficiary of a charitable remainder trust with no other obligations.]
- (f) Annuities.
- (g) Endowments, which must be greater than \$50,000.



(h) Restricted gifts, including cash or cash equivalents. Any gift not expressly restricted by the donor will be deemed unrestricted.

(i) Gifts whose source or value is not transparent.

In conducting the review, the Finance Committee must consider any obligations created or liabilities posed by the gift for the Non-Profit, including but not limited to:

(j) Marketability of the gift.

(k) Carrying costs.

(l) Appraisal costs.

(m) Ongoing fiduciary obligations.

(n) Environmental liabilities for gifts of real property, including under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980.

(o) Issues with title.

(p) Reputational harm from accepting the gift.

(q) Restrictions on use of the gift, both imposed by the donor and legally, such as conditions, covenants, easements, liens, or encumbrances.

Deferred Gifts

11. Bequests. Gifts through wills shall be actively encouraged by the Non-Profit.

(a) In the event of inquiry by a prospective legator, representations as to the future acceptability of property proposed to be left to the Non-Profit in a will or other deferred gift shall only be made in accordance with the terms and provisions approved in this charitable contribution acceptance policy.

(b) Gifts from the estates of deceased donors consisting of property which is not acceptable shall be rejected only by action of the Finance Committee. The legal counsel of The Non Profit shall expeditiously communicate the decision of the Finance Committee to the legal representative of the estate. If there is any indication that the representatives of the estate or any family member of the deceased is dissatisfied with the decision of the Finance Committee, this fact shall be communicated to the Finance Committee or to the appropriate member of the development staff as quickly as possible.



(c) Attempts shall be made to discover bequest expectancies wherever possible to reveal situations which might lead to unpleasant donor relations in the future. Where possible, intended bequests of property other than cash or marketable securities should be brought to the attention of the Finance Committee and every attempt be made to encourage the donor involved to conform his or her plans to the Non-Profit charitable gift policy.

12. Charitable Remainder Trusts.

(a) In general, The Non Profit will not serve as sole trustee of a charitable remainder trust for the benefit of the institution. This policy may only be waived by a written resolution of the Finance Committee which is subsequently approved by the finance committee of the board of directors of The Non Profit.

(b) The Finance Committee of The Non Profit will identify several corporate fiduciaries in which it has confidence. Only with the approval of the Finance Committee may any corporate fiduciary be recommended to a donor.

(c) The fees for management of a charitable remainder trust will only be paid by The Non Profit upon approval of the Finance Committee.

(d) The Finance Committee and other employees and volunteers acting on behalf of The Non Profit should become familiar with the types of property generally accepted by a corporate fiduciary as suitable contributions to charitable remainder trusts, and employees or others acting on behalf of The Non Profit shall not encourage donors to make gifts of any property to charitable remainder trusts which are not in keeping with such guidelines.

(e) No representations shall be made by any employee or other persons acting on behalf of The Non Profit as to the way in which charitable remainder trust assets will be managed or invested by a corporate fiduciary who may be recommended by The Non Profit without the prior approval of such representation by the fiduciary.

(f) Charitable remainder trusts and all other deferred gifts shall be encouraged as a method of making gifts to The Non Profit while retaining income which may be needed by the donor for any number of personal purposes. Such trusts shall not be marketed as tax avoidance devices or as investment vehicles, as it is understood such activity may violate federal and/or state securities regulations.

(g) No charitable remainder trust for which The Non Profit serves as co-trustee shall be encouraged which names individuals under 18 years of age as income beneficiaries or which names more than two income beneficiaries. No charitable



remainder trust shall be encouraged where it is determined that the net present value of the remainder interest in the trust is less than 1% of value of the funds transferred to the trust, as it is felt that it is generally unwise to encourage donors of a young age to make such gifts, as this may have a detrimental impact on future current giving. The minimum amount required to establish a charitable remainder trust for which The Non Profit serves as co-trustee is \$100,000.

13. Pooled Income Funds.

(a) It is anticipated that The Non Profit may establish a pooled income fund. Further requirements and terms on pooled income funds are outlined in the Internal Revenue Code (U.S.) guidelines.

(b) A corporate fiduciary will be selected to manage the fund. The Non Profit will pay the administrative fees of managing the pooled fund until such time as the appropriate officers of The Non Profit shall determine otherwise.

(c) No income beneficiary in the fund may be less than 18 years of age without prior approval of the Finance Committee.

(d) There shall be no more than two income beneficiaries allowed in connection with each contribution to the fund.

(e) The minimum initial contribution to the fund shall be \$100,000 and the minimum additional contribution by a participant in the fund shall be \$50,000.

(f) The corporate fiduciary shall furnish guidelines governing the acceptance of property other than cash as contributions to The Non Profit pooled income fund. Such guidelines shall be adopted by the Finance Committee and shall be incorporated by reference in these gift acceptance policies.

(g) No representation of the fund shall be made which could be construed as marketing the fund as an investment or security of any type. All disclosures required by state and federal regulatory agencies shall be made in a thorough and timely manner.

14. Charitable Gift Annuities. No Gift Annuity shall be accepted without the explicit consent of the Finance Committee.

15. Gift of Life Insurance.

(a) The Non Profit will encourage donors to name The Non Profit to receive all or a portion of the benefits of life insurance policies that they have purchased on their lives.



(b) The Non Profit will not, however, as a matter of course agree to accept gifts from donors for the purpose of purchasing life insurance on the donor's life. Exceptions to this policy will be made only after researching relevant state/provincial laws to assure that The Non Profit has an insurable interest under applicable state law.

(c) No insurance products may be endorsed for use in funding gifts to The Non Profit without board approval.

(d) In no event shall lists of The Non Profit donors be furnished to anyone for the purpose of marketing life insurance for the benefit of donors and/or The Non Profit. This policy is based on the fact that this practice represents a potential conflict of interest, may cause donor relations problems, and may subject The Non Profit to state insurance regulation should the activity be construed as involvement in the marketing of life insurance.

Use of Legal Counsel

16. Legal counsel shall be engaged where appropriate when the Non-Profit is determining the acceptability of a gift. Review by counsel is recommended for:

- (a) Gifts of securities subject to buy-sell agreements or other restrictions.
- (b) Gifts involving contracts or other legal documents requiring the Non-Profit to assume an obligation.
- (c) Gifts naming the Non-Profit as a trustee or imposing a fiduciary obligation.
- (d) Gifts with potential conflicts of interest that are at risk for IRS sanctions.
- (e) Gifts of real estate.
- (f) Gifts establishing an endowment fund.
- (g) Other instances in which the Finance Committee deem(s) the use of counsel appropriate.

17. The Non-Profit will not provide advice about the tax or other treatment of gifts and will encourage all prospective donors to seek guidance from their own legal counsel and financial advisors relating to their gifts. Any legal counsel engaged by the Non-Profit is employed by the Non-Profit and does not act on behalf of the donor.





Miscellaneous Provisions

18. Valuation of Gifts Other Than Cash and Publicly Traded Securities. Where appraisals are needed to determine the value of the gift, the donor shall in most circumstances be responsible for obtaining an independent appraisal.

19. Acknowledgment of Gifts. The Non-Profit will provide acknowledgments to donors meeting the Internal Revenue Code's substantiation requirements for property received by the Non-Profit as a gift. This may include completing required tax forms where applicable, such as [Form 1098-C, Contributions of Motor Vehicles, Boats, and Airplanes](#). The Finance Committee shall be responsible for providing acknowledgments and completing necessary forms.

20. IRS Filings. The Finance Committee shall be responsible for completing all filings required by the IRS of the Non-Profit in connection with gifts received by the Non-Profit. The Non-Profit is not responsible for completing any IRS filings required of the donor.

21. Fees. The Non-Profit will not compensate, whether through commissions, finders' fees, or other means, any third party for directing a gift or donor to the Non-Profit.

22. Donor Bill of Rights. The Non-Profit works to follow The Donor Bill of Rights developed by the Association of Fundraising Professionals (AFP), the Association for Healthcare Philanthropy (AHP), the Council for Advancement and Support of Education (CASE), and the Giving Institute: Leading Consultants to Non-Profits.

23. Periodic Review. To ensure the Non-Profit operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its reputation or tax-exempt status, the Board shall at least annually review this Policy. The review shall, at a minimum, consider whether the guidelines should be amended:

- (a) To reflect changes to the Non-Profit's ability to accept or manage gifts, including its financial status.
- (b) To clarify any terms of this Policy.

Compliance and Acknowledgment

24. Compliance. All individuals subject to this Policy under Section 1 must acknowledge that the individual has received, read, understood, and agrees to comply with this Policy, as described in Section 25. Failure to comply may result in discipline or removal, up to and including termination of employment or office.





25. Acknowledgment. I, _____, acknowledge that on _____[DATE], I received a copy of Gaia Home's (the "**Non-Profit**") Gift Acceptance Policy (the "**Policy**") and that I read it, understood it, and agree to comply with it. I understand that the Non-Profit has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Policy. Changes can be made only if approved in writing by the Chair of the Board of Directors of the Non-Profit. I also understand that any delay or failure by the Non-Profit to enforce any policy or rule will not constitute a waiver of the Non-Profit's right to do so in the future. I understand that neither this policy nor any other communication by management representatives or any other employee, whether oral or written, is intended in any way to create a contract of employment.

Signature

Printed Name

Date]

