



## **Non-Cash Grant Application and Fulfillment Policy**

### **Purpose**

Non-cash Grants of Fundraising Products are offered by the MidwayUSA Foundation to help communities and organizations raise money for MidwayUSA Foundation Team, Agency, and Donor Designated endowment accounts.

### **Definitions**

- *Fundraising Product* – an item of value provided by the MidwayUSA Foundation for youth shooting sports teams and organizations to raise money by means of a raffle, auction, prize, etc. Fundraising Products are provided for the purpose of raising money primarily for donations to MidwayUSA Foundation endowment accounts.
- *Non-cash Grant* – a grant of a Fundraising Product (no cash involved).
- *Letter of Intent (LOI)* – Non-cash Grant application that defines the terms and additional documentation requirements for receiving a Fundraising Product.
- *Outstanding* – A Fundraising Product is Outstanding if no donation, or only a partial donation, to an endowment account, relative to that item, has been received by the Foundation, or if the terms and conditions of the applicable Letter of Intent have not been fulfilled.

### **Requirements**

1. Only organizations with a MidwayUSA Foundation endowment account, or organizations helping a MidwayUSA Foundation endowment account holder raise money for its youth shooting sports program endowment account, may apply for a Non-cash Grant of a Fundraising Product(s).
  - 1.1. Organizations apply for a Non-cash Grant by completing a Letter of Intent and submitting it along with all required documentation indicated therein.
  - 1.2. There is no deadline for Non-cash Grant applications. Letters of Intent are processed on a first come, first served basis, for as long as each Fundraising Product is available. The Foundation will not reserve or hold Fundraising Products for an organization.
  - 1.3. An organization may apply for no more than three of each style of Fundraising Product at a given time. An application for additional Products will only be accepted



so that no more than three of that Fundraising Product are Outstanding at any time. The limit of three may only be exceeded if special arrangements are made with the Foundation.

- 1.4. Grantees are strongly encouraged to complete all fundraising activities associated with a Fundraising Product within nine months of receipt of the item. If unable to meet this deadline, the grantee should proactively inform the Foundation of its fundraising status and expected completion date.
  
2. MidwayUSA Foundation Non-cash Grants are not guaranteed.
  - 2.1. Fundraising Product availability is limited.
  - 2.2. The Foundation has the right to refuse a Non-cash Grant application at any time and for any reason.
  - 2.3. The Non-cash Grant program may be terminated at any time and for any reason.
  
3. MidwayUSA Foundation Fundraising Products will be shipped to the grantee as follows:
  - 3.1. There is no charge for shipment from the Foundation, or vendor providing the Fundraising Product, to the grantee or grantee's selected FFL holder. Most Fundraising Products will be shipped requiring an adult signature upon delivery.
  - 3.2. Grantee's are responsible for a Fundraising Product shipped to them and are bound by the terms and conditions associated with the Non-cash Grant upon shipment.
    - 3.2.1. If a Fundraising Product is lost or damaged in shipping, the grantee must first report the problem and submit a claim to the shipping carrier (UPS, FedEx, etc.) and then notify the Foundation within 7 days of the incident. The Foundation will replace the item at no cost upon confirmation of shipping loss or damage as long as that type of Fundraising Product is still available. Confirmation of damage may require return shipment of the Fundraising Product. If no replacements are available, the grantee will be relieved of all obligations associated with the lost or damaged Fundraising Product.
    - 3.2.2. A Fundraising Product with a market value of \$1,000 or more that is lost or damaged by the grantee must be reported to the Foundation within 7 days of the incident if the grantee wants to be relieved of the terms and conditions of



the Non-cash Grant. The Foundation will decide if either full or partial relief is warranted.

4. MidwayUSA Foundation Non-cash Grants of Fundraising Products may only be used to raise money for the benefit of a MidwayUSA Foundation endowment account and the programs and activities of the endowment account holder.
  - 4.1. The activity/method used for raising money with a Fundraising Product is at the sole discretion of the grantee. The MidwayUSA Foundation is neither responsible nor liable for any problems arising from such activities/methods.
  - 4.2. All fundraising activities associated with a Fundraising Product must conform to and foster the purposes set forth in The MidwayUSA Foundation's Articles of Incorporation as well as Mission and Purpose Statements.
  - 4.3. Allowable 501(c)(3) purposes that align with the MidwayUSA Foundation mission are limited to activities which are or include: charitable, educational, or fostering national or international amateur shooting sports competition.
  - 4.4. All fundraising activities associated with a Fundraising Product must conform to all applicable laws governing such activities.
  - 4.5. Proceeds from fundraising activities associated with a Fundraising Product may not be used to benefit an individual.
  - 4.6. Failure to follow applicable laws and Foundation guidelines, and/or the spirit of the Non-cash Grant program, may result in the loss of eligibility for Fundraising Products and other programs, incentives, matching, etc.
5. MidwayUSA Foundation expects Non-cash grantees to make a diligent effort to raise as much money as possible from each MidwayUSA Foundation Fundraising Product.
  - 5.1. Donations made to MidwayUSA Foundation endowment accounts from Fundraising Product proceeds should equal or exceed the acceptable or recommended amount provided in the applicable Letter of Intent. Additional Fundraising Product proceeds, above and beyond the acceptable or recommended amount, may be used by the grantee organization for current operating expenses.



- 5.2. Donations made to MidwayUSA Foundation endowment accounts from Fundraising Products may receive matching donations from the Foundation. Any matching or additional incentives provided by the Foundation will be at the applicable rate effective the day the donation is received by the Foundation.
- 5.3. Non-cash grantees may make MidwayUSA Foundation endowment account donations from Fundraising Product proceeds through authorized and participating state or national partner organizations, thereby fulfilling applicable terms and conditions of the Non-cash Grant as if the donation was sent directly to the MidwayUSA Foundation. Grantees must verify and follow all partner organization requirements.
  - 5.3.1. Additional donation matching or other benefits may be available from partner organizations.
  - 5.3.2. Partner donation matching does not qualify as part of the acceptable or recommended donation from the grantee as indicated in the Letter of Intent.
6. MidwayUSA Foundation non-cash grantees shall return Fundraising Products that are unused or not committed for the specified purpose of the grant, within 18 months of receipt.
  - 6.1. When return of a Fundraising Product is warranted, the grantee must contact the MidwayUSA Foundation for shipping instructions. The grantee is responsible for return shipment and all associated expenses. Shipment must be made in person or through a reputable commercial carrier. The grantee will be relieved of all terms and conditions for that Fundraising Product upon receipt by the Foundation (if made in person) or proof of shipment using a commercial carrier.
  - 6.2. The Foundation may ask the grantee to ship the Fundraising Product directly to another grantee organization (secondary grantee) in order to minimize total shipping time and expense. The grantee will be relieved of all terms and conditions for that Fundraising Product upon proof of commercial shipment or receipt by the secondary grantee (if made in person).