



# Bluff Park Neighborhood Association

## Policy on Gifts and Donations

FINAL

April 23, 2026

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## I. Purpose and Scope

This policy governs the Bluff Park Neighborhood Association's ("BPNA") acceptance and administration of gifts and donations, including restricted and unrestricted contributions to the General Funds and any Special Funds; refunds; and donor privacy protections, in accordance with the BPNA's mission, Bylaws, other applicable policies, manners of acting and standing rules, and applicable law.

## II. Definitions

### **Donor**

A person, business, organization, or other entity providing a Gift to BPNA.

### **Gift**

Any monetary, monetary-equivalent, non-monetary, or in-kind contribution, donation, or offering of value, goods, services, or benefit provided to BPNA. These include payments and offerings for tangible and intangible items, including (but not limited to) membership, event tickets, merchandise, charitable contributions. Not all Gifts are tax-deductible. Donors are encouraged to consult a tax professional.

### **General Funds**

Funds used for BPNA's general operating expense and activities, as defined in Article VI of the BPNA Bylaws.

### **Special Funds**

Funds established by the BPNA Board pursuant to Article VI of the BPNA Bylaws for specific projects, events or purposes. Each Special Funds shall

1. Have a defined scope and purpose documented on the BPNA website;
2. Be maintained in a separate BPNA bank account; and
3. Be subject to same subject to the same accounting, reporting, auditing, and oversight requirements as General Funds

General Funds may be used for the purpose of a Special Funds with Board approval and in accordance with BPNA Bylaws and policies. The reverse shall not apply except as expressly permitted under this Policy.

### **Special Funds Gift**

A Gift accepted by BPNA with donor-imposed or donor-aware limitations or expectations on its use specifically and exclusively for a Special Funds purpose or that is raised, given or granted to BPNA in its fundraising efforts benefitting a Special Funds purpose. A Special Funds Gift shall be considered donor-restricted and may only be used for expenses directly necessary to advance the stated Special Funds purpose.

### **Bluff Park Historic Lamppost Project (BPHLP)**

The Special Funds established and approved by the BPNA Board in 2015 to restore historic street lighting within the Bluff Park Historic District. As of the date of this policy revision, the BPHLP is the only Special Funds established by BPNA.

### **Restricted Gift**

A Gift accepted by BPNA with donor-imposed limitations or expectations on its use that are documented in writing and formally approved by the Board of Directors under a Restricted Gift Agreement.

### **Relationship Between Restricted Gift and General Funds and Special Funds**

A Restricted Gift may be associated with the General Funds or a Special Funds purpose. A Restricted Gift associated with the General Funds or a Special Funds may impose restrictions or expectations on its use that are in addition to, and more limiting than, the generally stated purpose of the General Funds or the Special Funds, while still in accordance with the BPNA Bylaws and policies and law.

### **Restricted Gift Agreement**

A written agreement defining donor-imposed limitations or expectations on use of a Restricted Gift, formally approved by the BPNA Board of Directors. In the event of any inconsistency between this Policy and an executed Restricted Gift Agreement, the terms of the Restricted Gift Agreement shall control with respect to the applicable Restricted Gift.

## **III. Guiding Principles**

BPNA administers Gifts, including Special Funds Gifts and Restricted Gifts, in accordance with the following principles:

1. **Donor Intent** – Gifts shall be used in strict accordance with donor-imposed restrictions and/or stated expectations of purpose and scope.
2. **Fiduciary Responsibility** – The BPNA Board shall steward all funds prudently and in furtherance of BPNA’s charitable mission.
3. **Transparency and Accountability** – BPNA shall maintain clear records and reporting for all funds.

## **IV. Acceptance of Gifts**

### **General Acceptance Criteria**

BPNA may manage multiple fundraising projects and purposes to apply Gifts ethically and responsibly in furtherance of its mission and public benefit.

### **Right to Refuse Gifts**

BPNA reserves the right to refuse any Gift that

1. conflicts with the BPNA’s Bylaws or policies;
2. is inconsistent with BPNA’s mission;
3. is overly restrictive or impracticable to administer; or
4. poses legal, ethical or reputational risk to BPNA.

### **Designation of Gifts by Donors**

A Donor request, solicitation, or expectation that a Gift be applied to a particular project, event, initiative, General Funds, or Special Funds shall be honored unless it meets one of the refusal criteria above or Prohibited Uses listed below or elsewhere in this Policy.

### **Third-Party Limitations**

Third parties to a Gift may not change the original designation, intention or limitations of a Gift, nor request its refund.

### **Partial Quid Pro Quo**

When only a portion of a Gift is made without the Donor receiving goods or services from BPNA in exchange, BPNA shall notify the donor as a courtesy for the Donor's tax-reporting purposes. BPNA's provision of donor-name plaques affixed on the newly installed lampposts of the BPHLP is considered optional, at the BPNA's sole discretion, and of no monetary value or benefit to the donor for tax-reporting purposes.

## **V. Use of Gifts**

### **Permitted Uses**

Once accepted or received by BPNA, a Gift shall be used by BPNA in accordance with its designated purpose and any donor-imposed or donor-expected use(s) and/or restrictions.

### **Prohibited Uses**

Unless expressly permitted under this Policy or a duly executed Restricted Gift Agreement, Gifts, Special Funds Gifts, and Restricted Gifts shall not be used for the following:

1. **Use Inconsistent with Donor Intent:** Any use that is inconsistent with the donor-imposed restriction, stated purpose, or documented expectations associated with the Gift, Special Funds Gift, or Restricted Gift.
2. **Interfund Loans or Temporary Transfers:** The temporary or permanent transfer of funds between General Funds, Special Funds, or Restricted Gifts for cash-flow management, backfilling, or anticipated reimbursement, regardless of intent to repay.
3. **Personal Benefit or Private Inurement:** Any use that would result in improper private benefit to an individual, director, officer, or third party, or that would jeopardize BPNA's nonprofit or tax-exempt status.
4. **Retroactive Reclassification of Expenses:** The retroactive charging or reclassification of previously incurred General Funds expenses to a Special Funds or Restricted Gift.
5. **Circumvention of Governance Requirements:** Any use of funds that would circumvent Board approval requirements, donor disclosure obligations, conflict-of-interest rules, or other applicable BPNA policies.

### **Use of Special Funds Gifts Outside of Stated Purpose**

This section applies to Special Funds Gifts. Restricted Gifts are governed exclusively by their applicable Restricted Gift Agreement and Section VI of this Policy.

Any use of a Special Funds Gift outside of the stated Special Funds purpose or project shall:

1. be considered by the BPNA board only when the Special Funds can no longer reasonably be retained and used for the Special Funds stated purpose;
2. conform to the BPNA bylaws and other applicable policies and manners of acting;
3. be undertaken by two (2) votes of approval by the BPNA Board during separate board meetings held at least 6 months apart from each other;
4. be disclosed in advance to the individual donors who provided the contributions; and
5. provide donors the opportunity to have unexpended contributions returned to them or redirected at the donor's written request, to the fullest extent possible.

### **Administrative, Compliance and Organizational Costs**

Association-wide compliance and administrative costs, including incremental costs attributable to the scale or complexity of a Special Funds Gift or a Restricted Gift, shall remain the responsibility of the General Funds unless expressly disclosed

to and agreed upon by the Donor in writing. These include, but are not limited to, costs incurred to maintain BPNA's legal, tax, regulatory, accounting, insurance, governance, and operations for general meetings, social events, programming, website, and communications.

## VI. Additional Acceptance and Administration Requirements for a Restricted Gift

### **Board Approval and Restricted Gift Agreements**

Acceptance of a Restricted Gift requires an approval vote by the BPNA Board of Directors, along with a written Restricted Gift Agreement defining the restricted purpose, permitted use(s), and governing conditions.

Once accepted, BPNA shall use a Restricted Gift exclusively in accordance with the Donor-imposed restrictions and the associated Restricted Gift Agreement.

### **Modification or Impracticability**

A Restricted Gift shall not be modified, redirected, or removed by the Board except in accordance with applicable law and donor intent principles. If a restriction becomes impossible or impracticable, BPNA shall act in good faith to preserve the Donor's charitable intent to the fullest extent permitted by law, including returning the Gift to the donor (or the donor's legal heirs) when applicable and consistent with the section below or when applying the Gift to a substantially similar purpose consistent with the original restriction stated in the Restricted Gift Agreement.

### **Accounting, Segregation and Tracking**

A Restricted Gift shall be separately tracked in BPNA's financial records and shall not be commingled with general operating funds or other project or initiative funds, including General Funds, Special Funds, or other Restricted Gift funds from other donors.

### **Conflicts of Interest**

BPNA Directors and Committee Members who are Donors of a Restricted Gift shall disclose such interest and recuse themselves from deliberations and Board votes regarding acceptance, modification, or administration of their Restricted Gifts, consistent with BPNA's Conflict of Interest Policy.

## VII. Refunds and Returns of Gifts

### **General Policy on Refunds and Returns of Gifts**

This section of the Policy applies to all Gifts, including Special Funds Gifts and Restricted Gifts.

Once a Gift is received, it becomes the property of BPNA for public benefit purposes. Donors should not expect Gifts to be refunded or returned except under the limited circumstances described in this section.

Requests for refunds of monetary or monetary-equivalent Gifts must be submitted in writing by the original Donor (or their legal heirs) and are subject to eligibility criteria, timing limitations, and Board review as set forth in this Policy. Non-monetary or in-kind Gifts are non-refundable

Third-parties to a Gift may not request its refund or return.

BPNA reserves the right to require completion of applicable IRS or state forms prior to issuing any refund.

### **Requests for Refund or Return of Monetary or Monetary-Equivalent Gifts**

Only under narrow circumstances outlined in this Policy, the Donor may request the refund of monetary or monetary-equivalent Gifts. All requests must be received in writing from the original donor (or the donor's legal heir or power-of-attorney) and must outline the reason(s) for the refund request and any additional details for consideration. Refund requests must be sent via email to [treasurer@bluffpark.org](mailto:treasurer@bluffpark.org) or [president@bluffpark.org](mailto:president@bluffpark.org) or sent to the BPNA's mailing address.

### **Ineligible Requests for Refund or Return**

A request for refund of a monetary or monetary-equivalent Gift will be considered "ineligible" and will not be granted for the following situations, whichever comes soonest:

1. after 60 days from the date of receipt of the Gift, or the date of the Board's acceptance of the Restricted Funds Gift;
2. if the Gift was already expended by the BPNA toward the project, event or purpose for which the Gift was intended; or
3. in the case of membership payments, if the donor cast a vote or received something of tangible or intangible value associated with membership status, including but not limited to discounted event tickets or merchandise.

### **Eligible Refunds of Monetary or Monetary-Equivalent Gifts**

If a request for refund is not considered "ineligible" and is received within 15 days the receipt of the Gift, the BPNA's Treasurer (or other similarly designated Board Officer) will honor the donor's written request for a refund. A request that indicates the donor made an error in making the Gift or changed their mind will be allowable reasons for returning such a donation during the 15 days from the Gift's receipt.

If a request for refund is not considered "ineligible" and is received from 16 days to 60 days from the receipt of the Gift, the donor's written request for refund will be reviewed by the BPNA's Board of Directors for good cause on a case-by-case basis. Errors in making the Gift and changes in one's mind will not typically be considered sufficient reason alone to return a donation. The Board's review and decision shall occur within no more than 90 days from date of the refund request submission. The decision to refund shall be at the sole and final discretion of the BPNA Board.

### **Tax Forms for Refunds or Returns**

In keeping with standard accounting practices and Internal Revenue Service (IRS) rules, the BPNA reserves the right to require the donor who is receiving the return or refund of a Gift to complete and submit a current IRS W-9 form (Request for Taxpayer Identification Number Form and Certification) and/or the applicable alternative IRS and/or California Franchise Tax Board forms before any such Gift refund is issued by BPNA.

### **Form of Refund or Return for Monetary or Monetary-Equivalent Gifts**

Refunds will be returned using the original method of payment where feasible, except cash or cash-equivalent donations which will be returned via check. Credit card payments may be refunded to the same credit card where feasible, but may be subject to the issuing bank's crediting policies and procedures.

### **Returns, Refunds and Out-of-Scope Use of Non-Monetary and In-Kind Gifts**

Non-monetary or in-kind Gifts, including the provision of goods and services, to BPNA are non-refundable.

For a non-monetary or in-kind Gift that is not a Special Funds Gift nor a Restricted Funds Gift and that is not used by the BPNA for the project, event, or purpose for which it was intended, BPNA reserves the right to use such Gift for a future project, event or purpose at the BPNA's sole discretion, unless the donor made known an express intent at the time of the

donation. The use of Special Funds Gifts and Restricted Funds Gifts outside of their stated purpose or scope shall conform the aforementioned parts of this Policy.

#### **Fair Market Value, As-Is, and No Cash Value for Non-Monetary and In-Kind Gifts**

The BPNA is not responsible for determining the fair-market value of non-monetary or in-kind Gifts. The BPNA can only make use of new, unused or nearly new items and reserves the right to refuse, return or re-gift the receipt of non-monetary or in-kind donations of goods or services.

Unless otherwise stated, gift items of goods or services used or auctioned in the BPNA's fundraising efforts, including items of value such as gift certificates, cards or the like, are offered on an "as is" basis; have no cash value; may not be redeemed for cash; may not have the expiration date extended; may require mutual arrangement and separate terms between the donor and winner or recipient; are not transferrable; will not be exchanged, refunded nor replaced; are considered final sales; and may require shipping, delivery, gratuity, taxes and/or other fees to be incurred by the winner or recipient.

#### **Endorsements**

BPNA is grateful to its donors but does not endorse any product or service.

## **VIII. Donor Privacy and Communications**

#### **General Policy on Privacy and Communications**

BPNA respects donor privacy and will not sell, rent, or barter donor information. Donor names may be publicly acknowledged unless anonymity is requested.

BPNA communications may include acknowledgments and occasional updates. Donors may opt out or unsubscribe at any time.

#### **Privacy**

The BPNA respects and protects its donors' privacy. The BPNA will never sell or rent or barter donors' personal information to other individuals, businesses or entities. When one makes a donation, one's name or business affiliation may be included in BPNA publicity, including but not limited to its website, social media, emails, press releases, printed materials and other publications.

#### **Option to Opt Out**

If a donor does not wish to have the BPNA share his/her/its name publicly, or the donor chooses to make the Gift anonymously, the donor must inform the BPNA of this intent, and the BPNA will henceforth not publicly publish or announce the donor's name or business affiliation without the donor's express approval.

#### **Acknowledgements and Emails**

When a donor creates an account with the BPNA and/or makes Gift, the donor will receive an acknowledgment of the donation for one's records and may receive occasional emails from the association. If one does not wish to hear from us, one can simply unsubscribe from any mailing or contact us directly.

#### **Website and External Links**

The BPNA's website, emails and social media may contain links to other sites. The BPNA is not responsible for the privacy practices of such other sites. The BPNA encourages users to be aware when they leave BPNA's website, emails and social media and to read the privacy statements of each and every web site that collects personally identifiable

information. This privacy statement applies solely to information collected by the BPNA's website. BPNA periodically reviews and updates our policy for communicating with donors via occasional email updates and will post any updates on the BPNA's website.

## IX. Review and Amendments

This Policy shall be reviewed periodically by the Board of Directors and may be amended in a manner consistent with BPNA's Bylaws, donor intent principles, and applicable law.

Original Policy Posted and Approved by BPNA Board of Directors — Dated: November 28, 2019

Revised Policy Posted and Approved by BPNA Board of Directors — Dated: April 23, 2026