

LUTHER COLLEGE

POLICIES AND PROCEDURES

Department: Financial Services
Subject: Donating College Assets (Property and Cash)
Date Issued:
Date Revised:
Approved By:

I. Policy

This policy sets forth the guidelines for donating college property and money to outside organizations.

II. Purpose

The College's charitable organization tax status prohibits donations to other organizations. Those making donations to Luther need to be assured that their donation will be used to support Luther – not to support another organization of which they may not approve.

III. Scope

This policy applies to all college faculty, staff and students.

IV. Terms and Definitions

- College property – college-owned assets that include, but are not limited to, equipment, vehicles, books, furniture and fixtures.
- Outside organizations – any person, group of individuals, or organization external to Luther College.
- Disclaimer of Warranties and Covenants Form – form to be signed by the recipient of college property that states they will not hold Luther liable for any associated use of the property and that the property is received “as is.”
- “As is” – term to identify that there are no guarantees with the acquisition of college property.
- Agency – department or student organization on campus that uses the College to act as the intermediary or agent for processing transactions. The funds collected by the organization are assets of that organization, not assets of the College.

V. Procedures and Guidelines

- A. As a general rule, college property and money cannot be donated to outside organizations.
- B. An exception can be made to donate college property to an outside organization if all of the following conditions have been met:
 - the College property is no longer of use to any department on campus.
 - the College property has been made available for purchase at a college auction but was not purchased. (See the Disposal of College Property Policy for procedures.)

- o Technology property is made available for auction by Library and Information Services.
 - o All non-technology property is made available for auction by Facilities Services.
- A cabinet member has approved the College property for donation.
- C. Recipients of donated property will be required to sign a Disclaimer of Warranties and Covenants Form that acknowledges the property is accepted “as is.”
 - This form will be processed and kept on record by the Library and Information Services for technology property or Facility Services for non-technology property.
- D. The only circumstance in which money may be donated to an outside organization is when a department or student organization with an “agency” relationship to Luther has raised the money. In addition, the fundraising effort must explicitly identify the outside organization as the ultimate beneficiary.
 - Operating budget dollars may not be used to donate money to another outside organization even if the organization is another not-for-profit company.

VI. Confidentiality and Record

The Library and Information Services and Facility Services will keep respective signed Disclaimer of Warranties and Covenants forms and any associated documentation regarding the donated property on file for a period of seven years.

DISCLAIMER OF WARRANTIES AND COVENANTS

The undersigned acknowledges that the property acquired was given "as is", without any warranty or covenant on the part of Luther College as to its quality, character, condition, size, weight, or kind, or that such property is in condition or fit to be used for the purpose for which it was originally intended. I understand and will not make any claim for any allowance on any of these grounds or other grounds, and I understand the same will not be considered after this property was released off to me.

Luther College will not give to me any warranty, express or implied, as to the quality or description of the property that was listed. I hereby waive any liability on the part of Luther College for any liability for the quality of the property listed. I further understand I am not entitled to any rescission, damages, or any other remedy on account of the quality of the property given or the faulty description of any property and any description of the same.

I agree to indemnify and hold harmless Luther College with respect to any such claims for a defect in the description, quality, quantity or condition of any property I received. I take possession or title to this property in an "as is" condition without such express or implied warranties, assurances, and agreements of any kind or nature whatsoever.

Dated this _____ day of _____, 200__.

Recipient of Property given by
Luther College