



**GIFT CARETAKING AGREEMENT**  
**SBIBOS NP, INC. dba EVERY PERCENT MATTERS FOUNDATION**  
2806 North Speer Boulevard, Denver, CO, 80211

**I. INTRODUCTION**

A. The purpose of this agreement is to summarize the mutual understanding between:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_ (*the “Donor”*)

and the Board of Directors of The Every Percent Matters Foundation (*the “Board”*) regarding a charitable gift.

The Donor’s gift will support the **acquisition of, training for, and/or support to a service dog for the Donor**. This agreement will be made a part of Every Percent Matters Foundation (“EPM”) permanent records and is intended to serve as a guide to those who will administer these funds in the future.

**II. Registration**

A. The Every Percent Matters Foundation is a registered 501-c-3 non-profit organization with the U.S. IRS as of 02/02/2024, EIN#: 99-1118737.

**III. Mission of EPM**

A. SBiBOS NP, INC. dba Every Percent Matters Foundation works to connect individuals with chronic health concerns or conditions, disorders, and disabilities to resources for acquiring service dogs and supporting their unique needs for care, connection, and community. The specific objectives and purpose of this organization shall be to:

1. Educate on the unique symptomatic nature and impact of chronic health concerns or conditions, disorders, and disabilities, particularly invisible ones such as EDS (Ehlers-Danlos Syndrome), POTS (Postural Orthostatic Tachycardia Syndrome-Dysautonomia), and MCAS (Mast Cell Activation Syndrome);
2. Provide training, support, resources, and education on how a service dog can assist and improve access and quality of life for those with chronic health concerns or conditions, disorders, and disabilities;
3. Provide a path for individuals and their families to fundraise for the cost of a service dog, placement, and training(s);
4. Create a community for individuals and families living with, and alongside, chronic health concerns or conditions, disorders, and disabilities; and
5. Obtain grants and funding that will support research, education, and community development related to chronic health concerns or conditions, disorders, and disabilities, particularly, EDS (Ehlers-Danlos Syndrome), POTS (Postural Orthostatic Tachycardia Syndrome-Dysautonomia), and MCAS (Mast Cell Activation Syndrome).

#### **IV. DESCRIPTION OF AND AGREEMENT RELATED TO THE GIFT**

##### **A. This agreement allows for the following:**

- Donor can provide charitable contributions to EPM.
- Donor can provide EPM's address and EPM's methods for donations (online, website, credit card, check, cash – made out to "EPM" or "The Every Percent Matters Foundation") to any in their community support network or public fundraisers, including via social media.
- Donor is responsible for their own tax deductions in consult with a certified accountant. EPM cannot provide tax advice nor is it liable for any oral or written statements construed as tax advice.
- The Donor has no input on what banking or financial institution is used by EPM.
- The Donor receives no recognition for donating these funds, as these funds are not a sponsorship to EPM.
- EPM will caretake funds.
- EPM will distribute funds for expenses related to service dog.
  - EPM does NOT provide any training or supplies with respect to service dog.
  - Funds are distributed to outside vendors, which may or may not include, trainers (through Yes And Dog Training exclusively), breeders, or other related vendors as invoiced.
- EPM DOES NOT earn interest on fund caretaking.
- EPM will return any remaining balance, if any, after all invoices and expenses are accounted for.
- There is no expiration of funds being held by EPM. However, Donor is responsible for collection of those funds if requested in writing.
- EPM will provide no less than monthly updates on the balance and distribution of funds.

**V. UNFORESEEABLE CIRCUMSTANCES**

- A. In the unlikely event that, at some future time, it becomes impossible for the gift to serve the specific purpose or purposes for which it was given, the Board of EPM shall direct that the funds remaining be returned to the Donor. If returning to the Donor is not possible, the funds will be distributed as charitable donations for purposes that are deemed to be the most consistent with the wishes of the Donor and, where possible, in consultation with the Donor or their heirs.

**VI. MISCELLANEOUS**

- A. This Agreement is executed in and shall be governed by the laws of the County of Arapahoe and the State of Colorado. Province / State and the Country of the United States.
- B. Any matter related to this Agreement must be brought in the courts of Arapahoe County, Colorado, and I (the Donor) waive any argument or defense to the contrary, including for inconvenient forum. This legally binding agreement is governed by Colorado law without regard to any jurisdiction's choice of law principles.
- C. This gift agreement may be amended at any time by written agreement signed by each party.
- D. The effective date of this agreement shall be this date:

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**VII. SIGNATURES**

**For the Donor:**

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**DONOR**

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**DATE**

**Every Percent Matters**

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**PRESIDENT**

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**DATE**