

IN-KIND DONATION RECEIPT

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This In-Kind Donation Receipt (this "Receipt") is issued as of [DATE OF RECEIPT] by:

[ORGANIZATION LEGAL NAME], a [STATE] nonprofit corporation recognized as tax-exempt under [describe tax-exempt status, e.g. Internal Revenue Code Section 501(c)(3)], with its principal place of business at [ORGANIZATION ADDRESS] and tax identification number [EIN / TAX ID] (the "Organization"), to: [DONOR LEGAL NAME], of [DONOR ADDRESS] (the "Donor").

The Organization and the Donor are each a "Party" and together the "Parties."

Recitals. The Donor has made a non-cash, in-kind contribution of property or services to the Organization for its charitable purposes. The Organization issues this Receipt to acknowledge that contribution (the "Donation") and to support the Donor's records. This Receipt records the facts of the Donation; it does not itself determine the deductibility or value of the Donation, which are governed by applicable tax law and the Donor's own circumstances.

1. Acknowledgment of the Donation

1.1 Acknowledgment. The Organization gratefully acknowledges receipt of the in-kind Donation described in Section 2 from the Donor on [DATE OF DONATION].

1.2 Charitable status. The Organization represents that, as of the date of this Receipt, it is organized and operated for charitable purposes and holds the tax-exempt status stated above. The Donor may rely on this representation but should confirm the Organization's current status independently.

1.3 Voluntary gift. The Donation was made voluntarily and without expectation of financial return, except as expressly disclosed in Section 4.

2. Description of the Donated Property or Services

2.1 Description. The Donation consists of the following property or services (the "Donated Items"): [detailed description — e.g. quantity, make/model, condition, materials, or scope of donated services].

2.2 Date received. The Organization received the Donated Items on [DATE OF DONATION].

2.3 Condition. The Donated Items were received in the following condition: [NEW / USED — GOOD / FAIR / describe].

2.4 Donor description only. The description above is provided by or confirmed with the Donor. The Organization does not independently verify the description and makes no representation about it.

3. Valuation and Tax Treatment

3.1 No valuation by the Organization. Under generally applicable tax practice, the Donor — not the Organization — is responsible for determining the fair market value of the Donated Items. The Organization does not assign a dollar value to the Donated Items in this Receipt.

3.2 Donor's responsibility. The Donor is solely responsible for substantiating the value of the Donation, retaining records, obtaining any independent appraisal that applicable tax law may require for higher-value non-cash gifts, and completing any tax form the Donor's jurisdiction requires.

3.3 No tax advice. The Organization does not provide tax or legal advice. The Donor should consult a qualified tax advisor about the deductibility and reporting of the Donation.

3.4 Appraisal cooperation. If the Donor is required to obtain a qualified appraisal or to have the Organization sign an acknowledgment on a tax form, the Organization will reasonably cooperate, without thereby endorsing any value.

4. Goods or Services Provided in Exchange

4.1 Disclosure requirement. Tax law generally requires the Organization to state whether the Donor received any goods or services in exchange for the Donation.

4.2 Exchange statement. **[SELECT ONE:]** (a) No goods or services were provided to the Donor in exchange for this Donation; **or** (b) In exchange for this Donation, the Donor received the following goods or services with an estimated value of **[AMOUNT]: [describe]**, and only the portion of the Donation exceeding that value may be deductible.

4.3 Intangible religious benefits. If applicable, the only goods or services provided consisted of intangible religious benefits, as described in **[describe]**.

5. Transfer of Ownership and Use

5.1 Transfer of title. The Donor transfers to the Organization all right, title, and interest in the Donated Items as of the date received, free of any lien or encumbrance unless disclosed in writing.

5.2 Donor warranty. The Donor represents that the Donor owns the Donated Items or is authorized to donate them, and that, to the Donor's knowledge, the Donated Items are not stolen, counterfeit, or subject to a competing claim.

5.3 Use and disposition. The Organization may use, sell, or otherwise dispose of the Donated Items in furtherance of its charitable purposes, unless a separate written gift agreement restricts their use.

5.4 No return obligation. The Donation is irrevocable, and the Organization is not obligated to return the Donated Items, except as required by law or a separate written agreement.

6. Records and Acknowledgment Compliance

6.1 Recordkeeping. Each Party will retain a copy of this Receipt and supporting records for the period required by applicable law.

6.2 Contemporaneous acknowledgment. The Organization intends this Receipt to serve as a written acknowledgment of the Donation. The Donor is responsible for obtaining the acknowledgment before the deadline applicable to the Donor's tax filing.

6.3 Corrections. If either Party discovers an error in this Receipt, the Parties will cooperate in good faith to issue a corrected Receipt.

7. General Provisions

7.1 No partnership. This Receipt does not create any partnership, joint venture, agency, or employment relationship between the Parties.

7.2 Governing law. This Receipt is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules.

7.3 Entire acknowledgment. This Receipt, together with any separate written gift agreement, is the complete acknowledgment of the Donation and supersedes prior discussions on its subject.

7.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.5 Counterparts and electronic signature. This Receipt may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one acknowledgment.

ACKNOWLEDGED AND ACCEPTED as of the date first written above.

ORGANIZATION

DONOR

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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