

F r o m M o m  
With Love

Dear Gift Applicant,

From Mom With Love Foundation, the only national Gift-giving organization for terminally-ill single mothers, providing disadvantaged surviving children not only with food, clothing, or shelter, but resources for educational costs, purchasing a car, the opportunity to study abroad, and more.

### Application Requirements

Please include a personal letter, tax return, photograph, and a bank statement.

Letter: Your letter should be one-page in length. Please clearly describe your Gift for your child/children. Please explain why this Gift is important to you and your child/children.

Tax return: Please provide a complete signed copy of your most recent tax return or other proof of annual income (e.g., SSI, SSDI, Disability Statement). Please black out your Social Security Number.

Photograph: Please provide a clear photo taken within the past year. It may include your child/children.

Bank statement: Please provide all statements from the last three months.

How did you hear about From Mom With Love? (Fill in).

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Is an application submitted or pending with another Gift-giving organization?  Yes  No

General Information:

Applicant's Legal Name

\_\_\_\_\_  
First Name M.I. Last Name

Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_\_

Military Veteran: Y \_\_\_ or No \_\_\_ Branch and Dates of Service: \_\_\_\_\_

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Clubs, Organizations or place of worship you belong to: \_\_\_\_\_

\_\_\_\_\_

Referred By: \_\_\_\_\_

Current/Most Recent Employer: \_\_\_\_\_

Other Contact Person: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

Contact Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Gift to be Provided \_\_\_\_\_

\_\_\_\_\_

Alternative Gift request: \_\_\_\_\_

\_\_\_\_\_

### Family Information

#### Child 1

Child's Legal Name

\_\_\_\_\_

First Name

M.I.

Last Name

Date of Birth MM/DD/YYYY. \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Gender: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

### Child 2

Child's Legal Name

_____	_____	_____
First Name	M.I.	Last Name

Date of Birth MM/DD/YY \_\_\_ / \_\_\_ / \_\_\_

Gender: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

If there are more than two children, please write their info on a blank sheet of paper as shown above.

Medical Information

Primary Diagnosis: \_\_\_\_\_

Approximate Diagnosis Date: \_\_\_\_\_

Is there a medical reason why we need to move quickly? \_\_\_\_\_

Yes  No  Not sure

Are you receiving hospice care? \_\_\_\_\_ Y \_\_\_\_\_ N

Treating Medical Profession Information:

\_\_\_\_\_  
Physician Name

\_\_\_\_\_  
Physician's Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Physicians' Telephone Number

I hereby give my consent for From Mom With Love to use my photograph according to the terms & conditions. I hereby agree:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Medical Information

Gift Applicant's Signature \_\_\_\_\_

### This Part To Be Completed By Physician Only

Physician's Name: \_\_\_\_\_

Physician's Address: \_\_\_\_\_

(Including City/State/Zip)

Phone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

If patient is under hospice care – Hospice Name: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

Applicant's Diagnosis:

\_\_\_\_\_

Current Life Expectancy in MONTHS: \_\_\_\_\_

I certify that I am the treating physician of the Applicant. To the best of my knowledge my patient has a life expectancy of 12 month or less. I certify that my patient is of sound mind, and capable to sign legal documents. I have discussed (or will discuss) the Gift request with my patient and have deemed it safe and reasonable if her Gift is granted within the next three months.

\_\_\_\_\_  
Signature of physician, NP or PA only                      Title                      Date

## GIFT AGREEMENT

THIS GIFT AGREEMENT (the "Agreement") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Please initial items 2, 3, 4, 5 and 20 where indicated, below:

1. Granting of Gift. FROM MOM WITH LOVE FOUNDATION INC. (the "Foundation") shall assist with the Gift request for the person identified below ("Recipient") and Recipient's dependent children, subject to the terms and conditions set forth in this Agreement. The Foundation reserves the right in its sole and absolute discretion, to decide if a Gift will be granted and on what terms. The Foundation shall have no obligation to fulfill any Gift hereunder if it elects to terminate or abandon such Gift pursuant to section 10 below.

2. Permission to Disclose Medical Condition. Recipient grants the Foundation the right to disclose the nature of her medical condition to the extent necessary in the fulfillment of the Gift. Furthermore, the Recipient grants the Foundation permission to obtain medical information about the recipient which the Foundation may feel necessary for fulfillment of the Gift and authorizes all physicians and medical care providers to provide the Foundation with all medical information. \_\_\_\_\_ [initial here]

3. Waiver. The Recipient and all participants hereby forever waive any and all rights or claims she or he may have or may hereafter acquire against the Foundation, its officers, directors, agents, and employees arising out of any injury, harm damage or loss of any kind to body or property, including without limitation the transmission of infectious or communicable disease and/or attorneys' fees (collectively "Losses") suffered or incurred by Recipient, and any participant, arising out of or in any way related to the Foundation's preparation, execution or fulfillment of the Gift, whether or not such Losses were caused by the active, passive or gross negligence or omission of the Foundation or any other person. \_\_\_\_\_ [initial here]

4. Release. Recipient, and all participants, together, and each of them individually, do hereby forever release and hold the Foundation, its officers, directors, agents, and employees harmless from any and all Losses suffered or incurred by Recipient or any participant arising out of or in any way related to the Foundation's preparation, execution or fulfillment of the Gift, whether or not such Losses were caused by the active, passive or gross negligence of the Foundation or any other person. \_\_\_\_\_ [initial here]

5. Indemnity. Recipient, and all participants, jointly and severally, do hereby agree to indemnify and hold the Foundation, its officers, directors, agents, and employees harmless of and from any and all Losses suffered or incurred by the Foundation, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising from the actions or omissions of Recipient and any participant during the preparation, execution and fulfillment of the Gift, or due to a breach by Recipient, or any participants, of the representations, warranties or covenants contained in this agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorneys' fees and costs incurred by the Foundation, its officers, directors, agents, and employees in retaining attorneys of the Foundation's choice to defend any and all such claims, lawsuits, and actions. \_\_\_\_\_ [initial here]

6. Relatives/Friends. When applicable, no person may accompany the Recipient and/or participant during any portion of the Gift fulfillment, unless specifically agreed to in writing between the Foundation and Recipient or participant.

7. Gift Expenses. The expenses the Foundation has agreed to pay for are those foreseeable and directly related to the fulfillment of the Gift. Recipient, participants, relatives or friends, together understand that they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond the Foundation's control, especially if fulfillment of the Gift involves travel. The Foundation shall not have any responsibility or liability for expenses incurred by Recipient, participants, relatives or friends which have not been expressly assumed by the Foundation pursuant to this Agreement, which have been caused by unforeseen events, or



circumstances beyond the Foundation's control. The maximum amount that the Foundation will spend on this Gift is \$10,000.00.

8. Fundraising. As a participant in Gift program, if needed, a campaign may be undertaken in your community, with your prior approval, to raise funds to fulfill the Gift. Money raised will be used for your Gift up to a maximum allocation as described in item 7. Funds raised above the allocation for your Gift will be used for future Gifts.

9. Representations and Warranties. Recipient, relatives, friends, and participants, jointly and severally, make the following representations and warranties to the Foundation:

(a) they have made a true and full disclosure of all medical conditions to the Foundation;

(b) all information contained in the application and any materials provided in support of the application are true and correct in all material respects;

(c) they will notify the Foundation if and when Recipient's medical condition should deteriorate at any time prior to fulfillment of the Gift;

(d) they are carrying, or during the fulfillment of the Gift shall be carrying, full medical insurance, including any additional coverage which may be required as a result of the Gift to be fulfilled, or that they assume the risk and personal responsibility of failing to carry adequate medical insurance;

(e) if fulfillment of the Gift involves travel, they are able to bear the financial burden of the potentially substantial expenses which they may be forced to personally incur as a result of unforeseen circumstances or events beyond the Foundation's reasonable control (as set forth in paragraph 7), and that they assume the risk and personal responsibility for such expenses;

(f) if fulfillment of the Gift involves travel or the gathering, participation in or exposure to large groups, they are fully aware of the health and safety risks associated with such Gifts, including without

limitation potential exposure to infectious or communicable disease, impositions or quarantine, restrictions of movement and or travel advisories, the threat of such risks, or the occurrence of any loss, damage cost or expense, including Losses, as a result.

(g) Recipient has not previously been granted a Gift (or similar benefit) by the Foundation or another charitable organization;

(h) Recipient does not have a pending application for a Gift (or similar benefit) from another charitable organization; and

(i) in requesting the Foundation to fulfill the Gift, the Recipient is not relying upon nor have they received any counsel or advice from the Foundation with respect to the advisability of or the risks attendant to the Gift.

10. Termination of Gift. The Foundation may terminate the preparation and/or fulfillment of the Gift after the signing of the Agreement, if: (1) the Foundation determines, after consulting with a medical professional, that the Recipient and/or participant is or will be incapable of appreciating or utilizing the goods, services, or activities related to the Gift; (2) the Recipient and/or participant passes away prior to the fulfillment of the Gift; (3) the Foundation determines, in its sole and absolute discretion, that the Recipient, her Gift or the participants of the Gift do not complement the values of the Foundation; (4) Recipient and any participants have breached any of the representations, warranties or covenants contained in this Agreement, or (5) the Gift is in violation of the rules, policies or procedures of the Foundation, in effect from time to time. In the event the Foundation aborts preparation or fulfillment of the Gift, Recipient, and all participants agree that the Foundation shall not be held liable or responsible for any expenses that Recipient, or any participants may have incurred in contemplation of the Foundation's fulfilling the Gift. NOTE: Only the Foundation may make a request for resources on behalf of a Gift. If the Recipient, any participants, friends or anyone having knowledge of this Gift uses the name of the Foundation to solicit support, the Gift may be

immediately disqualified and terminated, in the sole discretion of the Foundation.

11. Further Assurances. Recipient, and all participants agree that she or he shall, at the request of the Foundation, execute and deliver to the Foundation all further documents that the Foundation deems necessary or appropriate in order to prepare, execute and fulfill the Gift, including without limitation, evidence of permission to perform a background check on the Recipient.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same agreement. In pleading or proving this Agreement, it will not be necessary to produce or account for more than one such counterpart.

13. Amendments. This Agreement shall not be modified or superseded, except by a writing executed by the parties.

14. Governing Law and Jurisdiction. The laws of the State of Illinois shall govern this Agreement without regard to its conflict of laws principles. The Recipient and the participants agree to submit to the exclusive jurisdiction and venue of any court located within the State of Illinois.

15. Binding Effect. This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto.

16. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable.

17. Entire Agreement. This Agreement, the application and all materials provided in support of the application constitutes the entire Agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter. No representation, promise, inducement or statement of intention has been made by any of the parties hereto not embodied in this Agreement and no party shall be bound by or

liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to herein.

18. Captions. The captions appearing in this Agreement are for convenience and ease of reference only. They in no way describe, limit or extend this Agreement or any of its provisions.

19. Proof of Financial Hardship. Recipient understands the Foundation reserves the right to request documentation of financial hardship.

20. Grant of Right of Publicity. RECIPIENT AND PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE GIFT MAY RESULT IN PUBLICITY, WHETHER OR NOT THE FOUNDATION ACTIVELY TAKES STEPS TO PUBLICIZE THE GIFT.

The Recipient and participants hereby irrevocably authorize the Foundation: (a) to publicize and use Recipient's and participants' likenesses, voices and features, with or without their names, for any publication, promotion, advertisement, trade, business use, or any other purpose whatsoever in perpetuity; (b) to photograph, videotape, film, and record each participant in any manner the Foundation chooses; (c) to copyright, convey, transmit or otherwise distribute, now or in the future, any such material involving the participants for any purpose to anyone, including the general public, through all media presently in existence or later invented, throughout the world, including without limitation print, video, television, radio, digital, internet, and social media; (d) to publicize, now or in the future, the names of the participants including information regarding them, their physical or emotional conditions and the details of any Gift granted.

The Recipient and each of the participants agrees that it is not necessary for the Foundation or anyone else to contact them prior to releasing any information authorized by this document. Each of the Recipients and participants hereby releases the Foundation from all liability, damages, or claims of any kind resulting in or from, or arising from the use, distribution or disclosure of any photographs, films, videotapes, electronic recording or other information regarding Recipient and/or participants and the Gift.

Initial here: \_\_\_\_\_ (Must be initialed by ALL participants and recipient) For any minor participants, the initials/signature of their parent or guardian is both on behalf of the parent or guardian and on behalf of the minor.

By signing below, you affirm and acknowledge that you have read this entire Agreement, have retained a copy, and fully understand and agree to its provisions. Recipient and all participants must sign this Agreement. *For any minor participants, the initials/signature of their parent or guardian is both on behalf of the parent or guardian and on behalf of the minor.*

I understand and agree that providing false or misleading information in my application may result in withdrawal of my application and termination of the Gift.

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Gift Recipient	Date
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Gift Participant	Date
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Gift Participant	Date
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Gift Participant	Date
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Gift Participant	Date
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# HIPPA FORM

## Authorization for Use/ Disclosure of Protected Health Information

TO: \_\_\_\_\_  
(Physician)

\_\_\_\_\_  
(Physician's Address)

\_\_\_\_\_  
(Physician's Telephone Number)

RE: \_\_\_\_\_  
(Patient – Print Name Legibly)

\_\_\_\_\_  
(Patient's Date of Birth)

I authorize the use and disclosure to From Mom With Love Foundation of protected health information about patient as described below:

Information that may be used/disclosed: All protected health information relating to Physician's assessments of:

- (a) Whether Patient is medically eligible for From Mom With Love Foundation services and
- (b) If so, whether her desired wish is medically appropriate. In addition, Physician is authorized to fill out, sign and provide to the From Mom With Love Foundation forms that the From Mom With Love Foundation may require, including forms relating to Patient's

medical eligibility, the requested gift and medical considerations relating thereto.

Persons authorized to use/disclose the information: The Physician identified above as well as her authorized representatives.

Persons authorized to receive the information: Employees or other authorized representatives of:

From Mom With Love Foundation – 2501 Chatham Rd, Ste., N, Springfield, IL 62704

(phone) 866-443-7666 (website) [www.frommomwithlove.org](http://www.frommomwithlove.org)

Purpose for which information will be used/disclosed: To enable Dream Foundation to obtain:

- (a) Physician's assessments regarding whether Patient is medically eligible to have Dream granted by the From Mom With Love Foundation and, if so whether the requested with is medically appropriate; and
- (b) Pertinent information relating to thereto.

Expiration date/event: This authorization expires once Patient's Gift has been granted by From Mom With Love Foundation or a final determination has been made that Patient is not eligible to receive a Gift.

Statements required by HIPAA: In accordance with the Health Insurance Portability and Accountability Act, I acknowledge that following:

- (a) I understand that I may revoke this authorization at any time by so notifying Physician is writing, except to the extent that action has already been taken in reliance on the authorization.
- (b) I understand that if the person/entity that receives the information described above is not a health care provider or health plan covered by federal privacy regulation, such information will no

longer be protected by these regulations and could potentially be re-disclosed by the recipient.

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Patient Name	Patient Signature	Date
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Patient Representative	Patient Representative Signature	Date
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## Email instructions for Application and Completed Application Checklist:

Please use this list to check off each step of the application before emailing to [contactmom@frommomwithlove.org](mailto:contactmom@frommomwithlove.org)

(Without these items your application will be denied)

1. Application completed and sent with a:

\_\_\_\_\_ Clear and recent photograph (within the past year)

\_\_\_\_\_ Request letter 1 page clearly describing the Gift.

\_\_\_\_\_ Copy of the signature page of your most recent tax return or other proof of annual income (e.g., SSL Disability Statement)

2. Copy of bank statement from the last 3 months (front and back)

3. Medical Information form completed with ALL required information.

4. The Gift Agreement Form.

\_\_\_\_\_ Initial numbers 2,3,4,5 and 20

\_\_\_\_\_ Sign and date at the bottom

5. HIPAA form completed and signed (Disclosure Form – HIPAA. Health Insurance portability and Accountability Act).