

# **Thank you for joining us on the website of The Idlewild Foundation**

## **Directors & Officers Receive No Compensation**

The Trustees of The Idlewild Foundation receive no compensation for their service. They are of the opinion God did enough for them when He gave them their lives, saved them and, as a result, their duty in the time God gives them here is to be the best possible stewards of hard-earned money people generously give in His name.

## **Our Grants and Services – God’s Glory**

The Idlewild Foundation has given more than \$1.5 million in grants and scholarships. Our grants have been to ministries of Idlewild Baptist Church as well as to charitable organizations whose grant requests met our criteria and furthered the Gospel of Jesus Christ. These grants have included funds for the ballfield lights and dugouts for the Ken Whitten Sports Complex at Idlewild Baptist Church, the Special Needs ballfield at Idlewild Baptist Church, the Oasis Pregnancy Care Centers, Hope Street of Tampa Bay, Inc. and most recently a grant of over \$14,000 to send a container load of high-quality Bibles to Cuba, along with Idlewild Baptist Church and the American Bible Society. That only scratches the surface of the many grants we have given for the furtherance of the Gospel.

Our scholarship program has given over 230 scholarships totaling approximately \$750,000 in scholarships over a six year period to active Idlewild members of all ages for their undergraduate education. These individuals might otherwise have been unable to start or complete their college education. The testimony of several are in videos featured on The Idlewild Foundation website at [www.idlewildfoundation.com](http://www.idlewildfoundation.com).

We also have done multiple seminars on the joy of generosity, and on important topics such as life planning and estate planning, working to educate the community of Biblical stewardship and wise financial management.

As a part of all that we do and your use of this site, we ask that you carefully review these terms of use and proceed with the use of our website and its materials only if you fully and completely agree with these terms. It is our express desire that at all times, the messages we display and the services we give be for the sole purpose of furthering the Gospel of Jesus Christ and giving praise to our Father.

## **Terms of Use**

### **You Agree to the Following ...**

**Any person who accesses areas of the [www.IdlewildFoundation.com](http://www.IdlewildFoundation.com) website other than this legal statement agrees to and is bound by these Terms of Use.**

The Idlewild Foundation, Inc. ("TIF"), a Florida not-for-profit corporation, maintains this website ("Site") for your personal information, education, and communication. Please feel free to browse the Site. You may download material displayed on the Site for non-commercial personal use only, provided you also retain any and all copyright and other propriety notices contained in the materials. You may not, however, distribute, modify, transmit, reuse, report, or use the contents of the Site for public or commercial purposes, without the prior written permission of The Idlewild Foundation. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from our website without the prior written permission of The Idlewild Foundation, unless otherwise expressly stated in a specific place in the website (such as link art, media kits).

If you do not wish to enter this Site and subject yourself to these Terms, but require some other form of assistance regarding this Site, you may forward any questions that you have about this Site or these Terms to:

**Gwen MacArtan**  
**Executive Assistant**  
The Idlewild Foundation  
P. O. Box 1757  
Tampa, FL 33548

### **DMCA Notice**

You agree that you will not upload or transmit any communications or content of any type that infringe or violate any rights of any party. It is the commitment of The Idlewild Foundation not to permit materials known by The Idlewild Foundation to be infringing to remain on the Site. You should notify The Idlewild Foundation promptly if you believe any materials on the Site, including advertisements, or materials available on or through links, frames, indexes and directories linked to this Site, infringe a third party copyright. Upon TIF's receipt of a proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), TIF will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the

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### **As Is and At Your Risk**

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Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. TIF also assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, including, but not limited to, data, text, images, video, or audio from the Site.

## **Nature of Communication**

Any communication or material you transmit to the Site by electronic mail or otherwise, including but not limited to any data, questions, comments, suggestions, and the like, will be treated as non-confidential and non-proprietary. Anything you transmit may be used by TIF or its affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting without liability or compensation. Furthermore, TIF is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information without liability or compensation, unless a written agreement reserving rights to you is signed between you and us prior to the disclosure or transmittal.

## **Off-Site Links**

TIF has not reviewed websites which may from time to time link to the Site and is not responsible for the contents of any off-site pages or any other websites linked to the Site. Your linking to any other off-site pages or other websites is at your own risk, and subject to the "As Is and At Your Risk" paragraph above in these Terms.

## **Revisions**

TIF may at any time revise these Terms by updating this posting. You are bound by any such revisions and should therefore periodically re-visit this page to review the then current Terms to which you are bound. They may be different on subsequent visits to this Site.

## **Your Responsibility**

You assume all responsibility for use of the Site. You waive all claims against TIF its managers, members, owners, employees, suppliers, retailers, vendors and software programmers that may arise from the utilization of the Site.

## **Software or Other Interference**

You agree that you will not undertake any action that imposes an unreasonable or disproportionately large load on our Site infrastructure, or harms our website in any way and indemnify us (including attorney's fees) against same.

## **Indemnity**

You agree to indemnify and hold us, our licensors, subsidiaries, affiliates, officers, directors, Trustees, agents, and employees, harmless from any

claim or demand at law or in equity, including without limitation, any and all actual and consequential damages, lost profits, bodily injury, death, property damage, including reasonable attorney's fees, made by any third party due to or arising out of your use of this Site or breach of these Terms.

### **Legal Notices**

Any legal notices to us by you shall be given only by postal mail to our address stated above. Given the number of persons with which we must communicate, it is our express intent not to incur any expense associated with delivery of physical notices to you, therefore, notice by us for all purposes may be communicated in any electronic form, including without limitation, automated telephone dialers, email, or posting on this website. Use of this website constitutes irrevocable acceptance by you to receive any notices from us by electronic transmission.

### **Waiver of Right to Jury Trial**

YOU KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR USE OF THIS SITE, YOUR INTERACTION WITH ANY OF THE PARTIES IDENTIFIED HEREIN, OR THE ISSUES RAISED BY ANY SUCH DISPUTE.

### **Social Media and Photographs**

TIF also uses various social media and services to better communicate with you and the public and to effectively promote and complete its mission and purpose. Included among the uses is the taking and display of photographs and videos during events at or involving TIF or Idlewild Baptist Church. You consent to that without any compensation.

### **Construction**

Regardless that these Terms were initially drafted by TIF, you and we agree that any ambiguity herein shall not be construed by the parties, or any court against TIF, because your entry into and use of the Site and them is entirely voluntary, and you could have chosen not to enter the Site and subject yourself to them.

### **Governing Law and Venue**

This Agreement situs is established in the State of Florida in the United States of America. You and we stipulate that all claims, causes of action at law, and lawsuits, whether in law, equity or tort, arising out of or relating to these Terms or any agreement incorporating them, your visit to this Site, services contained herein, and all questions concerning the meaning, intention, interpretation, performance or enforcement or validity of these

Terms and any Agreement into which they are incorporated or which arises out of your visit to this Site, shall be judged and resolved in accordance with the laws of the State of Florida and applicable federal law and venue for all such matters and the determination of venue shall be in the state courts of the State of Florida, in Hillsborough County. No action or proceeding may be filed or brought in any other jurisdiction.

### **Entire Agreement**

These Terms constitute the entire agreement between you and TIF and all prior and contemporaneous oral and written statements, promises, agreements, and understandings are incorporated herein, and no such agreements or representations are binding unless set forth herein. Other agreements on this site may supplement this agreement. Other agreements entered into between you and us, may incorporate these Terms by reference in which case they apply generally to that agreement and not only to use of this website.

### **Corporate Entity; Release**

You acknowledge and agree that you are dealing with a corporate entity, The Idlewild Foundation, Inc., and that the persons who represent that corporation act on behalf of that corporation in their corporate capacities and not in their personal capacity. This provision is fundamental to your interaction with TIF in all manner. Therefore, in consideration for entering this Site, utilizing the products and services presented in the Site, or entering into any other agreement with TIF you release and discharge the corporation's officer, directors, shareholders, employees, Trustees, suppliers, and software programmers of and from any and all rights, claims, damages, demands, actions, causes of action, or suits in equity, of whatever kind or nature, and whether accruing now or in the future, and whether known or unknown to the parties, arising out of or relating to your use of this Site, the products and services presented in or obtained through this Site or offered by TIF, or any contract entered into with TIF Without limitation, this release as to individual liability extends to the following grounds: failure to clearly indicate a corporate capacity; failure to observe corporate formalities; corporate capitalization; non-filing of an Annual Return or Uniform Business Report with the Florida Secretary of the State; treating the corporation and an officer of director interchangeably or as an alter ego; tort; and indemnification.

### **General Matters**

Headings. The headings above the various provisions herein are to make it easier to locate the subject matter covered by various provisions, and are

not to be used in ascertaining or construing the intent of the Terms or the substantive content of a paragraph.

**Waiver of Default.** No waiver by either of us of any default or breach of any term, condition or covenant of this Agreement will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained in this Agreement. Further, the failure of either of us to exercise rights under this Agreement upon the breach of any of the provisions hereof will not constitute a waiver of such breach or prevent enforcement of strict compliance with any and all terms hereof.

**Invalid Provisions.** Should any provision of these Terms be, become, or be declared invalid, unenforceable, or illegal, the remaining provisions shall be and continue in full force and effect, and the invalid, unenforceable or illegal provision shall be construed to the maximum extent possible to effectuate its intent and the intent of the rest of the Terms.

**Modification.** No person, employee, agent, sales representative, distributor, or retail merchant has the authority to verbally or in writing modify, waive or alter these Terms. No change or modification of these Terms shall be valid unless the same herein posted on this website, or is set forth in a separate written document signed by a properly qualified officer of TIF listed as an officer with the Florida Department of State (see [www.sunbiz.org](http://www.sunbiz.org)). No other person has the actual authority to modify these Terms, and all apparent authority to do so is hereby publicly disavowed.

We thank you for being a part of this amazing ministry!

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