

2025

# LEGACY MEMBERSHIP

VIRTUE IN SOLACE FOUNDATION CORP  
TERMS & CONDITIONS

UPDATED 07/24

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# TERMS & CONDITIONS

Welcome to Virtue In Solace Foundation Corp (Non-Profit Organization)! It is our pleasure to provide the services described below for your personal improvement and impact in quality of life in accordance with these Terms of Use (“Terms”).

If you partner with Virtue In Solace Foundation Corp (“Virtue In Solace Foundation” “we,” “us,” or “VISF”) then a legally binding contract will be formed between you and Virtue In Solace Foundation Corp (Non-Profit Organization). The terms of that contract are as set out here.

## 1. DESCRIPTION OF SERVICE

Virtue In Solace Foundation Corp offers the **Legacy Membership**, a comprehensive service package designed to support individuals through a wide range of essential offerings, including Federal and State Agency Advocacy, Notary Services, Disability Focused Housing, Community Care Respite, Organizational Payee Services, Tax Exempt Vendor Purchases, and many other membership benefits. These Services aim to promote personal empowerment, stability, and improved quality of life. By accessing the **Legacy Membership**, or any part of our organizational services ("the Services"), you agree to abide by these Terms, which incorporate our Privacy Policy and any applicable end user license agreements. Your continued use signifies your acceptance of these Terms and your commitment to engaging with the support systems provided through the Legacy Membership.

## 2. MEMBERSHIP LEVELS

To use the Virtue In Solace Foundation Corp’s Services you must have access to the internet, a telephone, attend all scheduled appointments, and maintain an active Legacy membership account by paying the monthly dues via a valid payment method.

Our **Legacy** Membership is a “**Hybrid**” initiative that combines everyday responsibilities (Insurance and Long-Term Investing) with compassionate acts (Angel Tree and Pay It Forward). Your **Legacy** is a long-term investment that provides access to exclusive organization services, discounts, events, and the online members only community. What makes the **Legacy** initiative so unique is that, in addition to receiving all the wonderful organization benefits, we will also match **50%\*\*** of your first year’s total contributions towards residency when you or the person you’ve chosen to honor becomes eligible and moves into one of our homes.

Your **Legacy** membership will expedite the approval of your application process and ensure our **guaranteed\*** support.

*\*All Legacy Members seeking future residency (including “In Honor Of” members) must meet the minimum background clearance to qualify for membership AND prior to scheduled move in for residency. If a conviction occurs after the initiation of the Legacy membership that renders the member ineligible for residency after previously being qualified, all monthly dues paid will be forfeited. All resident membership fees are billed on the 1<sup>st</sup> of each month regardless of the initial payment date.*

*\*\*Total of the first year of contributions matching will be applied towards residency cost of living at time of move in or the initiation of Community Services use.*

Here’s a structured plan for the three membership levels for the **Virtue In Solace Foundation Legacy**:

### **1. Standard Membership**

**Monthly Fee:** \$25

**Benefits:**

- Quarterly email newsletters with updates on projects and benefits
- Virtue In Solace Foundation Personalized Member T-Shirt

- Savings towards Virtue In Solace Foundation residency placement or community services
- Discounted rates on all Virtue In Solace Foundation Services

{\*\*\*Residents are automatically enrolled in the **Standard** Membership benefits level for the first 90 days of residency before being increased to **Premium** to maximize VISF benefits, unless otherwise specified during the application process\*\*\*}

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## 2. Intermediate Membership

**Monthly Fee:** \$50

**Benefits:**

- All Standard Membership benefits
- Resident application fee waived
- Access to a member's only tax-free Amazon account
- 25% matching of 1<sup>st</sup> year of contributions applied towards cost of living at resident move in or the utilization of respite care services

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## 3. Premium Membership

**Monthly Fee:** \$100

**Benefits:**

- All Intermediate Membership benefits (excluding 25% matching)
- All VISF services included at no additional charge (Social Security Administration Claims, Expenses, & Late Fees not included)

- 50% matching of 1<sup>st</sup> year of contributions applied towards cost of living at resident move in or the utilization of respite care services
- VIP access to all events, including private receptions or donor appreciation galas
- Single one-on-one consultation with foundation leaders or a mission-aligned mentor
- Access to all Member Access Tax-Exempt Vendor accounts

{\*\*\*Membership levels can be changed at any time. Leveling up will increase membership benefits effective immediately. Leveling down takes effect the date of the next monthly payment.\*\*\*}

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### **3. MILITARY MEMBERSHIP**

Virtue In Solace Foundation Corp honors the service and sacrifice of United States military families by offering an exclusive discount to eligible members.

Active-duty military service members, their legal spouses, and surviving spouses of deceased service members may qualify for a 50% discount on any Legacy Membership tier, while retaining all standard and associated membership benefits.

To be eligible for the Military Membership discount:

- ❖ The applicant must provide valid proof of active-duty military status (e.g., current military ID, active orders, or verification from a Department of Defense-approved service).
- ❖ For spouses or surviving spouses, documentation of military affiliation and spousal relationship must be submitted and approved.
- ❖ Verification is required prior to the activation of any military-related discount. No retroactive discounts will be applied.

Virtue In Solace Foundation reserves the right to verify eligibility at any time and to revoke the discounted rate if the member is found to have misrepresented eligibility. All other terms and conditions of the Legacy Membership remain in full effect for Military Members.

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#### **4. ESCROW AND DONATIONS**

Virtue In Solace Foundation Corp offers members the flexibility to manage their membership contributions in a way that best supports their intentions for future services. While membership dues grant access to organizational services and benefits, **please note that these fees are not tax-deductible**, as they are exchanged for services rendered.

Any contributions made “In addition to” the membership fee establishment during the automatic set up of the monthly payment or made directly via the member’s individualized Legacy Donation Link are **100% tax-deductible** and a tax receipt will be rendered at the time of donation.

Members may choose to:

##### **A. Save Contributions in Escrow**

Contributions may be held in a designated escrow account and applied toward future residency, care services, or other eligible membership benefits. This option allows members to accumulate funds over time, which may be matched according to membership level guidelines at the time-of-service eligibility.

Escrow funds may be designated under one of the following classifications:

- ❖ **In Honor Of:** Funds are held in escrow on behalf of another individual (e.g., a child, family member, or friend). The Primary Account Owner retains full control unless ownership of the account

is transferred to the "In Honor Of" member by completing a new Legacy Membership Terms & Conditions.

- ❖ **Benefits Member:** Escrow is maintained under a named member who has active account access and receives full services and benefits. This classification allows the member to accumulate matching contributions and retain eligibility for future housing or care services.
  - if the Primary Account Owner utilizes any Community Services (see **Community – Virtue In Solace Foundation** for details) before adding the “In Honor Of” member, the Legacy Membership (including escrow) becomes ineligible for transfer and a new separate membership must be created for the honoree at the specified rate (See Ownership section below).
- ❖ **Sponsored Account:** The account is fully owned and accessible by the designated member, but the monthly payments are made by an outside individual or entity (“Payor”). The Payor does **not** have access to account details, services, or membership benefits. However, the Payor may cancel, increase, or decrease payment arrangements at any time. Ownership and usage rights remain solely with the member and/or account owner, in accordance with the terms outlined in the Ownership section.
- ☆ **Designation:** To start, stop, or modify your escrow, please contact: **[Legacy\\_Services@virtueinsolace.org](mailto:Legacy_Services@virtueinsolace.org)**

## **B. Donate Contributions**

Alternatively, members may choose to convert their contributions into a charitable donation to Virtue In Solace Foundation Corp. Donated funds will be used to support mission-aligned programming and community initiatives. Charitable donations may qualify as tax-deductible; however, members must submit a written declaration of donation intent. A donation receipt will be issued accordingly for qualifying contributions.

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## 5. OWNERSHIP

We keep all Personal Protected Information (PPI) about you in strict confidence and shall not pass your details to any third party. See our Privacy Policy for full disclosure of detailed information about how we store and utilize your information.

You acknowledge and agree that Virtue In Solace Foundation Corp owns and retains all rights to the Services provided in these Terms & Conditions. You further agree that the Content you access and view as part of the Services is owned or controlled by Virtue In Solace Foundation Corp. The Services and the Content are protected by copyright, trademark, and other intellectual property laws.

In various instances, the account owner may not be the Legacy Member. For minors under the age of 18 years of age or for those creating an account “In Honor Of” another individual over the age of 18 years of age, the primary individual is the active account holder and will have access to and control of the account for all purposes. The account owner may request to be removed from the account and transfer ownership and responsibility to the “In Honor Of” member at any time. Once the transfer or removal has been completed, the original account holder will no longer have control over or access to any information associated with the membership account.

However, if the Primary Account Owner utilizes any part of the organization’s services for their own use before adding an “In Honor Of” member—thereby ceasing to act solely on behalf of the “In Honor Of” member—the account is no longer eligible for transfer or use “In Honor Of”. In such cases, a new and separate account must be created for the “In Honor Of” member should they wish to become an account holder or member independently.

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## 6. TRANSFER OF OWNERSHIP

The following conditions govern the transfer of Legacy Memberships and escrow balances under the Virtue In Solace Foundation Corp:

- ❖ **Legacy Membership Transfers:** A Legacy Membership (including any associated escrow balance) may be transferred to a new owner **only** if no services or benefits have been utilized under the account. This includes, but is not limited to, advocacy appointments, community care services, tax-exempt vendor access accounts, or any other organization benefit granted under the membership.
- ❖ **Escrow Transfers:** Escrow balances may be transferred independently of the Legacy Membership only if **no community services have been rendered** to the current member. This includes any in-person, virtual, or administrative advocacy support provided by the organization under the membership (to exclude vendor access accounts).
  1. Any Legacy Member who initiates and completes an escrow transfer shall retain their current discounted Legacy Membership monthly rate, if applicable, provided they maintain an active membership in continuous good standing.
    - If the Legacy Membership is stopped and restarted the member may retain the use of their applicable discounted rate upon reinitiation (escrow not included).
  2. If the transferring member subsequently submits a request to establish a new escrow account—whether under the same or a newly created Legacy Membership (associated with their social security number)—the previously applied discounted rate shall be deemed **null and void**.
    - In such cases, any specialty or promotional discounts previously granted shall be **forfeited**, and the member

will be billed at the current standard rate for the specified membership level in effect at the time of the new escrow initiation.

- ❖ **Finality of Membership Transfers:** The transfer of a Legacy Membership is **permanent and irrevocable** once a new *Legacy Membership Terms & Conditions Agreement* has been signed by the recipient member and approved by the organization. The original account holder relinquishes all rights and privileges associated with the membership upon execution.
  - ❖ **Finality of Escrow Transfers:** The transfer of an escrow balance is **permanent and irrevocable** once a *Transfer of Escrow Agreement* has been completed, signed, and accepted by the organization. All escrow fund allocations are bound to the recipient as recorded in the finalized agreement.
  - ❖ **Escrow Transfer Does Not Grant Membership:** The transfer of escrow alone does **not** establish an active Legacy Membership for the recipient.
    1. Escrow accounts may only be transferred to verified Legacy Members; no exceptions will be made.
    2. Transfer recipients must be an active Legacy Member (of any membership level) in good standing to receive and maintain an escrow balance.
- ☆ For further instructions or to initiate a transfer request, please contact:  
[Legacy\\_Services@virtueinsolace.org](mailto:Legacy_Services@virtueinsolace.org)

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## 7. HOUSING & SERVICE AVAILABILITY

By enrolling in the Legacy Membership, the Member expressly acknowledges and agrees that Virtue In Solace Foundation Corp (VISF)

**does not guarantee the availability of housing placements or community care services in any specific geographic location.**

All housing and community-based services are subject to location-based availability and will be rendered only in areas where a Virtue In Solace Foundation-operated facility, certified provider, or affiliated care partner is actively located and offering services.

The Member understands and accepts that:

- ❖ VISF is under no obligation to expand or develop facilities or service partnerships in the Member's desired region.
- ❖ Service access is contingent upon existing operational capacity, geographic coverage, and staffing availability.
- ❖ VISF reserves the right to adjust or limit the geographic scope of its housing and care services at its sole discretion without obligation to individual members.

By signing this agreement, the Member waives any claim, demand, or expectation of guaranteed service access in a location where VISF is not presently operating and agrees that membership does not confer entitlement to housing or care services outside of active VISF service areas.

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## **8. ADVOCACY APPOINTMENTS**

### **Appointment Initiation**

Your Virtue In Solace Foundation Corp membership must be paid in full to schedule the initial planning appointment. All organizational services will begin on the first day of payment. Your membership agreement will end 30 days after your last membership fee payment and renew with each month your fee is paid in full.

When booking live appointments (virtual or in person) with our Advocacy Representatives, we require you to be on time and fully prepared for your appointments using the appointment method instructed from your email appointment reminder confirmation.

We understand that sometimes you may need to rearrange your appointment, we ask for 24 hours' notice for any changes to enable us to have adequate time to reschedule your appointment within the week designated. If you schedule or cancel with less than 24-hour notice, you will be subject to a \$25 rescheduling & cancellation fee or the forfeiture of your appointment all together (at the discretion of Virtue In Solace Foundation).

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## **9. BILLING AND CANCELLATION**

### **Billing Cycle**

The member fee for the Virtue In Solace Foundation Corp membership, services, and any other charges you may incur in connection with your use of these services, such as taxes and possible transaction fees, will be charged either as one-time upfront payment or in two bi-weekly payments if entering into an approved installment plan. Your following payment will be billed during the first of the month, if you are a resident of one of Virtue In Solace Foundation Corp's Adult Care Home facilities.

For all non-resident membership accounts, your monthly membership payment will be billed monthly on the calendar day corresponding to the commencement of the initial payment of your services. Membership fees are fully earned upon payment. In some cases, your payment date may change, for example if your payment method has not successfully settled or if your installments began on a day not contained in a given month. For any information related to your payment schedule, please email:

**[Business\\_Services@virtueinsolace.org](mailto:Business_Services@virtueinsolace.org)**

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## Payment Methods

To use the Virtue In Solace Foundation Corp service you must provide one or more Payment Methods. “Payment Method” means a current, valid, accepted method of payment, which may include electronic payments from your account through a third party such as a bank, or payment processor. Payments associated with monthly membership dues/fees are not tax-deductible due to services rendered.

You can update your Payment Methods by emailing [Legacy\\_Services@virtueinsolace.org](mailto:Legacy_Services@virtueinsolace.org) with the need to make any necessary changes. Following any update, you authorize us to continue to charge the applicable Payment Method(s) on file to fulfill your payment obligation per the specified payment schedule. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your instalment fee. You remain responsible for any uncollected amounts.

For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details. Upon signing these Terms you agree to the automatic monthly drafting of your Legacy Membership fee in full from the provided payment method.

If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to all services until we have successfully charged a valid Payment Method.

We reserve the right to suspend any and all membership & services, terminate the contract between us, or have a collection agency involved if our charges are overdue for payment by you. Unless agreed otherwise, all our charges are inclusive of value added tax (VAT) in the US.

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## **Changes to Price**

We reserve the right to adjust pricing for our Services or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in the Terms of Use, any price changes will take effect following notice to you.

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## **Refunds**

Payments are non-refundable and there are no refunds or credits for partially used periods. The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion of Virtue In Solace Foundation Corp. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. At any time, we may provide a refund, discount, or other consideration to some or all of our members (“credits”), if the next month’s payment is processed after we have been notified of desired membership cancellation 14 days before the monthly payment was processed.

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## **10. WARRANTY & LIABILITY**

The satisfaction of our members is Virtue In Solace Foundation Corp’s highest priority and we are committed to providing benefits, care, and services. The Services are provided with reasonable skill and care by organization members who are professional and experienced. The member is fully responsible for themselves and their actions within and outside of the Services provided. Virtue In Solace Foundation Corp and its organization members are released from any liability claims, and members & responsible parties remain liable for their decisions and actions during and as a result of the Service.

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## Your Responsibilities

You and other users must use the Services & Benefits (including vendor access accounts) for lawful, non-commercial, and appropriate member purposes only. Your commitment to this principle is critical. You agree that you will not use the services and content in such a way that:

- Violates the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights; Uses technology or other means to access, index, frame, or link to the Services (including the Content) that is not authorized by Virtue In Solace Foundation Corp (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized stream capture, reproduction, access to, or distribution of the Services)
- Introducing viruses or any other computer code, files, or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment violates these Terms, or any guidelines or policies posted by Virtue In Solace Foundation Corp Interferes with Attempts to do any of the foregoing.
- Any other party's use of the Services or Benefits; or

If Virtue In Solace Foundation Corp determines in its sole discretion that you are violating any of these Terms, we may (i) notify you, and (ii) use technical measures to block or restrict your access or use of the Services or Benefits. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Services or Benefits, you agree not to circumvent, avoid, or bypass such restriction, or otherwise restore or attempt to restore such access or use.

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## **11. CANCELLATION OF SERVICES**

Cancellation of Membership & Services must be provided in writing 14 days in advance, due to services being rendered by various departments that may require agency notifications. Payments are non-refundable and there are no refunds or credits for partially used periods. To cancel the membership please complete and submit the Legacy Membership Cancellation Form via the following link:

**[Legacy Membership Cancellation Form](#)**

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## **GENERAL INFORMATION**

No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us. This contract shall be governed by and construed by the laws of the United States of America.

If you have any questions in relation to the terms of this agreement, please contact Virtue In Solace Foundation Corp at (737) 701-9087 or at **[Legacy\\_Services@virtueinsolace.org](mailto:Legacy_Services@virtueinsolace.org)**.

Virtue In Solace Foundation Corp is a 501(c)(3) non-profit organization founded in San Antonio, TX 78260.

**Last Updated On:**

07 July 2025