

[Nonprofit Organization's Logo]

Gift Agreement

Between

[Your Organization] and

Donor's Name

This Gift Agreement ("Agreement") is made this ____ day of _____ between [Donor's Names] and their assignee (hereinafter referred to as "the Donor"), and the [Your Organization] a not for profit corporation located in Naples, Florida.

The Donor and the [Your Organization] agree as follows:

1. Donor Commitment. The Donor hereby pledges to the [Your Organization] the sum of [insert amount] or more, which as provided for herein is designated for the benefit of [Fund Name] Endowment.
2. Donor Purpose.
 - a. Purpose. It is understood and agreed that the gift will be used for the following purpose or purposes: To establish an endowment from which the annual interest earnings will be used to [state purpose].
3. Payment. It is further understood and agreed that the gift will be paid in full on or before [insert date]. Pledge payments will be made as follows:

<u>Date</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

It is also understood and agreed that the gift funds as received may be invested by a third-party that shall best determine investment options for this endowment fund (see item #4 below). The spending policy for the endowment will be the policy set forth and approved by the [Your Organization] Board of Directors which will likely include the use of annual interest earnings only and not invade the principal of the fund to protect and perpetuate growth.

4. Endowment. The gift specified above shall be used for the purpose of creating an endowment fund to be known as the [Fund Name] ("Fund"). The assets of the Fund may be merged or pooled for investment and investment management purposes with the general endowment or other assets of the [Your Organization] and managed and invested in accordance with the [Your Organization] policy and procedure, but shall be entered on the books and records of the [Your Organization] as the [Name of Fund]. Distributions in support of the above gift purpose and reasonable fees associated with securing,

raising, investing, and administering such funds shall be charged to the said Fund administered in accordance with the policies and procedures of the [Your Organization] then in effect.

5. Intent. It is the agreement of the parties and the intention of the Donor that this gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor's estate, heirs and personal representatives, and their successors and assigns. The Donor acknowledges that the [Your Organization] has substantially relied, and shall continue to rely, on the Donor's gift being fully satisfied as set forth herein. The Donor acknowledges that the [Your Organization] has committed substantial resources toward the match.

6. Recognition by the [Your Organization]. To honor the Donor, and to express the appreciation of the [Your Organization], publicity in the form of news announcements, both internal and external, will be made with the permission of the Donor.

7. Reporting and Stewardship. Reports on performance of the Fund and use of the proceeds shall be provided annually to the Donor for endowment gifts.

8. Additional Gifts. The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.

9. Future Changed Circumstances. If, in the opinion of the Board of Trustees of the [Your Organization], all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the Board of Trustees will most nearly accomplish the Donor's wishes.

10. Amendment. By mutual consent of the [Your Organization] and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Florida. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

THE BOARD OF DIRECTORS OF THE
[Your Organization]

[Donor's Name] Date
Donor

[President's Name] Date
President and Chief Executive Officer

[Donor's Name] Date
Donor

[Nonprofit CEO's Name] Date
Chairman, Board of Directors

XXXXXXX Date
Witness

XXXXXXXXX Date
Witness
