

SAMPLE GIFT AGREEMENT

This Gift Agreement (“Agreement”) is made on this ___ day of _____, 20__, by and between:

Donor:

Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____ Email: _____

Organization:

ABC Organization (“Organization”)

1717 Excellence Street, Ste. 1000

Happytown, FL 33001

info@abcorg.org

(904) 343-0101

EIN#: 52-1234567

Collectively hereafter referred to as the “Parties.”

1. Purpose and Intent of Gift

The Donor hereby commits a gift to the Organization in the amount of \$ _____ (“Gift”), to support the Organization’s [Capital Campaign / Project Name] (“Project”). The purpose of this Gift is to:

[Describe the specific use of funds—e.g., construction of a community center, permanent endowment, etc.]

The Donor’s intent for the Gift and any specific criteria or restrictions on use is set forth below. Interpretation of intent will be guided by this Agreement and Organization policies.

2. Fund Purpose and Use Criteria

The Gift shall support general operating so far as the funding ensures the continued operations and needs of the organization’s charitable purpose.

OR

The Gift shall be used exclusively for the purpose described above and in accordance with the following criteria:

- *[List specific criteria or restrictions—e.g., geographic focus, program priorities, timeline, eligible costs, etc.]*

The Organization agrees that the funds will be applied in a manner consistent with the Donor's intent and applicable nonprofit law.

3. Payment Schedule

The Donor agrees to fulfill this pledge according to the following payment schedule:

- **Total Pledge Amount:** \$ _____
- **Payment Terms:**
 - \$ _____ due on or before _____
 - \$ _____ due on or before _____
 - *[Add additional installments as needed]*

If any installment is not fulfilled, the Organization may reallocate any funds received to an existing fund that most closely aligns with the original purpose.

4. Administrative Policies

The Gift shall be subject to the Organization's standard administrative policies, including but not limited to:

- Investment and distribution policies (if applicable)
- Accounting and recordkeeping procedures
- Compliance with applicable laws and ethical standards

For endowed gifts, commencement of distributions shall follow Organization policy.

5. Contingency Clause

In the event that it becomes impracticable or impossible to carry out the original purpose of the Gift (e.g., discontinuation of a program or closure of a facility), the Organization shall redirect the funds to a use that most closely aligns with the Donor's original intent, as determined by the Organization's Board of Directors. The Donor has a right to be informed of any and all changes related to the intention of this gift within 60 days.

6. Morality Clause

If at any time the continued association of the Donor's name or the Project with the Organization may reasonably be considered to compromise the public trust or the Organization's reputation—due to acts of moral turpitude or similar conduct—the

Organization, with approval by its Board of Directors, may remove the Donor's name from the designated space or return the Gift, in whole or in part.

7. Life of Naming *(If Applicable)*

If this Gift includes naming rights (for a building, room, scholarship, program, or other asset), such naming shall continue for:

- *[e.g., "the useful life of the building," or "a period of ___ years from the date of completion"]*

Naming rights are subject to the terms of this Agreement and may be modified upon mutual written consent or pursuant to the Morality Clause.

-OR -

This Gift does not include naming rights but the donor will be recognized as outlined below.

8. Recognition and Reporting

The Organization agrees to provide the Donor with:

- periodic stewardship reports on the use and impact of the Gift;
- an annual summary of project progress (if applicable);
- recognition consistent with the Donor's wishes, which may include:
 - public acknowledgment (e.g., press releases, donor walls);
 - private recognition (e.g., in internal reports).

Donor recognition will be implemented in accordance with the Organization's recognition policy, and the Organization shall consult with the Donor prior to publication.

9. Tax Deductibility

The Organization affirms it is a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code. The Donor shall receive appropriate documentation for tax purposes. The Donor acknowledges that the Organization cannot provide legal or tax advice and is encouraged to consult a qualified professional.

10. Amendment and Governing Law

This Agreement may be amended only by written instrument signed by both Parties. This Agreement shall be governed by the laws of the State of [State].

Signatories

Donor (s):

Name(s) : _____

Date: _____

Organization:

Executive Director: _____

Title: _____

Date: _____

Board Treasurer: _____

Title: _____

Date: _____