

CELEBRATING OUR PAST | EQUIPPING FOR THE FUTURE

GIFT AGREEMENT
[Donor Family Room Name Here]
[example: Smith Family Campus Pastor's Office]
at
The Appalachian Wesley Foundation

The following sets forth the agreement between [Full Legal Name of Donor] (the "Donor") and The Board of Directors of the Appalachian Wesley Foundation. This agreement will be made part of the Foundation records and is intended as a guide to those who administer it.

1. Gift

The Donor, in consideration of [his, her, their, its] abiding interest in the Foundation, hereby gives a gift to the University the amount of [\$_____] which will be utilized by the Foundation for the purpose hereinafter set forth.

2. Purpose

The Donor's gift will be used to support the renovation of a space at the Wesley Foundation. In honor of the Donor, in grateful recognition of the Donor's generosity, and in reliance upon this agreement, the Foundation agrees that room number [_____] in the building located at 461 Howard Street Boone, NC 28607 will be designated **the [_____] [Room Name] (the "Named Space")**, subject to the acceptance of the gift and approval of such naming by The Board of Directors of the Appalachian Wesley Foundation according to its policies and procedures. It is understood that the Wesley Foundation will ensure recognition of the Donor(s) is consistent with Foundation standards for donor recognition and fits with the esthetics and architecture of the space.

3. Schedule and Form of Contributions

The Donor will make a one-time payment of [\$_____] on or before **[date this is signed]**. Any and all payments may be prepaid or paid in full at the signing of this contract. Due to the significant tax issues associated with the fulfillment of personal pledges, the Foundation may not accept payments from certain sources to fulfill personal pledges. [If pledge is by an individual, include the following.] If, at the time of the Donor's death, any amounts remain outstanding on the pledge, it is the Donor's intention that the outstanding amount becomes a debt of his/her estate and that his/her personal representatives pay such debt to the Foundation out of estate assets.

(OR) The Donor has made provisions through his/her estate plans for the completion of this commitment. The Donor has informed his/her personal representative of this commitment and agrees to provide the Foundation with the pertinent section of the estate document(s) relating to the completion of this pledge.

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4. Recognition

The names of donors may be publicized in relation to this project. Separate and distinct from the room naming noted in Section 2 herein, the Donor agrees to be recognized in publications and gift society listings per the Foundation's standards unless otherwise noted below:

I/We wish to have my/our name listed as follows (please print clearly on the line below).

I/We wish no publicity with respect to this gift.

I/We wish for this gift to remain anonymous.

Naming rights shall exist for the useful life of *[Building Name]* and the Named Space. In the event that *[Building Name]* is demolished, destroyed, or ceases to be used by the Foundation, or in the event that the Named Spaces are relocated or substantially renovated, the Campus Pastor of the Foundation and/or the Board of Directors shall work with the Donor, or the Donor's designee, to determine another appropriate form of recognition for the support provided by this gift. In the event that the entire gift amount is not received by the Foundation as agreed upon, the Foundation may, in its sole discretion, remove the Donor's recognition and offer the Donor an alternate naming opportunity appropriate to the total amount of the Donor's gift. Visual recognition of naming rights will adhere to Appalachian Wesley Foundation brand standards, including exterior and interior signage, wayfinding, logos, letterhead, and all other representations of the Foundation's identity. Specific details regarding execution of public relations and media strategy will be handled in an addendum to the gift agreement for each gift, as appropriate.

5. Contingency

If at any time the Foundation determines that the honoree's activities reflect negatively on the Foundation's public image, or are in material conflict with its mission, the Foundation will have the right to terminate naming rights.

6. Tax Exempt Entity

The Foundation represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. The University's Federal Tax Identification number is 63-6005396.

7. Applicable Law

This agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto. This agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

the CAMPAIGN *for the* APPALACHIAN WESLEY FOUNDATION, INC.

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IN WITNESS WHEREOF, the Donor and representatives of the Foundation have executed this agreement on this the _____ day of _____, 2021.

**THE BOARD OF DIRECTORS OF THE
APPALACHIAN WESLEY FOUNDATION**

[Full Legal Name of Donor]

By _____
Rev. Juston R. Smith
Campus Pastor / Executive Director

[Signature of Donor]

By _____
Board of Directors Representative