



DONOR ADVISED FUND GIFT AGREEMENT

This Gift Agreement (this "Agreement"), effective ____/____/____ (the "Effective Date"), is entered into between _____ (the "Donor") and Center for the Arts (the "Grantee"). This Agreement, including any addendums and exhibits, constitutes the entire agreement between the parties, and supersedes all written and oral communications and agreements between the parties. The Donor and the Grantee agree as follows:

1. **Grant Recommendation.** The Donor intends to recommend that one or more grants be made to the Grantee, from a donor-advised fund ("DAF") with respect to which the Donor has advisory privileges (the "Donor's DAF"), totaling \$_____ (the "Grant"), as follows:

Intended Grant Schedule

1 st Installment: \$ _____	made by _____	(MM/DD/YYYY)
2 nd Installment: \$ _____	made by _____	(MM/DD/YYYY)
3 rd Installment: \$ _____	made by _____	(MM/DD/YYYY)
4 th Installment: \$ _____	made by _____	(MM/DD/YYYY)
5 th Installment: \$ _____	made by _____	(MM/DD/YYYY)

The Grantee acknowledges and agrees: (a) the Donor has no obligation to recommend the Grant; (b) the Donor may in the Donor's sole discretion elect not to recommend the Grant be made in whole or in part; (c) the Grant is subject to approval by the sponsoring organization(s) of the Donor's DAF, in its sole discretion; (d) any grant made by the sponsoring organization(s) of the Donor's DAF, none of which is a party to this Agreement, shall be subject to the terms and conditions imposed in connection with the grant by the sponsoring organization(s) and nothing in this Agreement shall remove or modify those terms and conditions; and (e) the Donor's intention to recommend the Grant is not a legally enforceable pledge of the Donor, the sponsoring organization(s) of the Donor's DAF, or the Donor's estate.

2. **Purposes.** It is the Donor's expectation that the Grant can be used to fulfill the objectives of The Center's Comprehensive Campaign to support ongoing annual programs, facility improvements, and maintenance, as well as building the unrestricted endowment and long-term financial sustainability of The Center.
3. **IRS-Qualified Public Charity; Good Standing.** The Grantee represents that (a) the Grantee is recognized by the Internal Revenue Service ("IRS") as a tax-exempt organization and public charity under sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code, and (b) the Grantee is and will remain an organization in good standing with the IRS and applicable state charity regulators. The Grantee will promptly notify the Donor of any change in the Grantee's tax-exempt status.
4. **No Impermissible Benefit.** The Grantee represents that no tangible benefit, goods or services will be provided to the Donor or any individuals or entities related to the Donor in connection with the Grant. The Grantee further represents that the Grant is not being used to satisfy the payment of a legally binding pledge or any other financial obligation of the Donor.

GIFT RECOGNITION

- ☐ Please list our/my name(s) as follows in all published lists:

- ☐ I/We prefer to remain "Anonymous" in all published lists.

DONOR INFORMATION

Names of Party/Parties Entering Into This Agreement

Address

City

State

Zip Code

Telephone

Email

Donor Signature(s)

Donor Signature(s)

Date

Email your completed form to Major Gifts Officer Anne Ladd at anneladd@jhcenterforthearts.org or mail to

Center for the Arts

Attn: Anne Ladd

PO Box 860

Jackson, Wyoming 83001

Center for the Arts is a 501(c)(3) charitable organization; ID 83-0314362.

Contributions are tax-deductible to the extent provided by law.

Please call 307.734.8956 or email anneladd@jhcenterforthearts.org with any questions.