**Y.E.S. House Foundation Endowment**

 **Gift Agreement**

**This Gift Agreement is made among:**

**Donor Name/Donor Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Billing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State, Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**the Y.E.S. House Foundation, a non-profit organization located in Gillette, WY (the Foundation), and Y.E.S. House, Inc., a non-profit corporation located in Gillette, WY (Y.E.S. House). The parties agree as follows:**

1. **The Donor hereby pledges to the Foundation the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the benefit of the Y.E.S. House Foundation Endowment, hereinafter “the Endowment.”**
2. **Purpose.**

**It is understood that the gift will be used for the purpose of establishing an endowment from which the annual interest earnings will be used to assist in covering the operational expenses and grant match of the Y.E.S. House Inc. as needs may arise from time to time.**

1. **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 (please select one):**

**\_\_\_\_\_One time \_\_\_\_\_Two times \_\_\_\_\_Three times \_\_\_\_\_\_\_Four times**

**\_\_\_\_\_Other as stated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Month each year pledge is invoiced: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state month) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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).**

1. **Endowment.**

**The gift specified above shall be used for the purpose of creating an endowment fund to be known as the Y.E.S. House Foundation Endowment Fund (“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 Y.E.S. House Foundation and managed and invested in accordance with the Y.E.S. House Foundation policy and procedure, but shall be entered separately on the books and records of the Y.E.S. House Foundation as the Y.E.S. House Foundation Endowment. 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 Y.E.S. House Foundation then in effect.**

1. **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 assignees. The Donor acknowledges that the Y.E.S. House Foundation and the YES House, Inc. have substantially relied, and shall continue to rely, on the Donor’s gift being fully satisfied as set forth herein.**

1. **Naming Considerations.**

**In consideration of the gift, the Foundation and Y.E.S. House Inc. agree to name a specific building or room, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the naming will include identification of the Donor name through appropriate signage which will be done in consultation with the Donor on the identifying name thereof. The Y.E.S. House Foundation shall, at its expenses erect and maintain the signage and keep in good repair.**

1. **Building Destroyed.**

**In the event the building containing the room referred to above in #6, is destroyed by fire or other catastrophe and is rebuilt, the name referred to above shall be used for the replacement. If the building is not replaced, the naming opportunity will no longer exist.**

1. **Morality Clause.**

 **If at any time the donor or his or her name may compromise the public trust or the reputation of the institution, including acts of moral turpitude. The Y.E.S. House Foundation and the Y.E.S. House Inc. has the right to remove the signage as provided herein and may also rename the building or room.**

1. **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 Wyoming. 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:**

**Y.E.S. House Foundation by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Executive Director Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Treasurer Date**

**Y.E.S. House Inc. by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Executive Director Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Treasurer Date**

**Donor:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Donor Name Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Donor’s Name Printed Date**