



UPHA Foundation | Gift Agreement re: Recognition

This Gift Agreement ("Agreement") is made this ____ day of _____ by and among _____, their legally or duly appointed agent or attorney-in-fact, or the personal representative of their estate (the "Donor"), and the UPHA Foundation (the "UPHA") (collectively "the Parties").

Donor Name(s): _____

Company/Foundation (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

I. THE UPHA FOUNDATION

The UPHA was established to educate the public in general horsemanship and matters related to the welfare of horses by any means conducive to that end; to educate and train individuals in the art of horsemanship; to encourage and promote horse shows and stimulate interest in and awareness of the general public in horse shows; to encourage, promote, and advance participation in equestrian activities through education and science; and to undertake educational programs in equestrian activities.

The UPHA Foundation (the "Foundation") is a 501(c)(3) charitable organization registered in the Commonwealth of Kentucky. Contributions to the Foundation are tax deductible to the full extent of the law. Please consult your accountant for clarification. A tax letter will be issued by the Foundation once payment is received.

II. DESCRIPTION OF GIFT

The Donor hereby affirms his/her support of and commitment to the UPHA by irrevocably pledging a total amount of gift or pledge of \$ _____ (the "Gift") to the UPHA Foundation general fund to be used in the area of greatest need or:

- | | |
|--|---|
| <input type="checkbox"/> UPHA American Royal National Championship | <input type="checkbox"/> UPHA Legal Fund |
| <input type="checkbox"/> UPHA Classics | <input type="checkbox"/> UPHA Maria Knight Memorial Scholarship |
| <input type="checkbox"/> UPHA Challenge Cup | <input type="checkbox"/> UPHA Open Gate Learning Center |
| <input type="checkbox"/> UPHA Dewey Henderson Benevolent Fund | <input type="checkbox"/> UPHA National Conference |
| <input type="checkbox"/> UPHA Exceptional Challenge Cup | <input type="checkbox"/> UPHA Sandra Hall Memorial Scholarship |
| <input type="checkbox"/> UPHA Ribbons of Service | |

III. PAYMENT OF GIFT

A. Pledge Period. The Gift is an irrevocable pledge that will be paid to the UPHA Foundation over a period of ____ years. Payment in support of this Gift will begin immediately (upon the execution of this Agreement) with an initial payment of \$_____.

Recurring payments in the amount of \$_____ to be payable:

____ Monthly ____ Semi-Annually ____ Quarterly ____ Annually
according to the following schedule:

Please invoice me in the following months: _____

(PLEDGES AND GIFTS MAY BE PAID OUT UP TO A THREE-YEAR PERIOD)

Amount of Payment by Donor

Due Date

\$
\$
\$
\$

B. Method of Payment. Donor will use the following payment method:

Check payable to UPHA Foundation Visa/Mastercard/American Express/Discover

** A 4% convenience fee will be added to All Credit Card Transactions

Card #: _____ Billing address same as donor

Name on card: _____ Exp date: _____ CVV: _____

Address: _____

City: _____ State: _____ Zip: _____

Cardholder Signature: _____ Date: _____

The Donor may accelerate the completion of this Gift at the Donor's discretion. Any installment paid toward this Gift is irrevocable and non-refundable.

The Parties acknowledge that the total or a portion of the Gift may be designated for use by the UPHA as unrestricted funding to an endowment to support the future operations and maintenance of the facility.

Submit Payment to: UPHA Foundation, P.O. Box 3728, Midway, KY 40347

IV. INTENT

It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid pledged 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 representative(s), and their successors and assigns. The Donor acknowledges that the UPHA is relying, and shall continue to rely, on the Donor's gift being fully satisfied as set forth herein.

V. ACKNOWLEDGMENT OF RECOGNITION

A. Acknowledgement To honor the Donor and express the appreciation of UPHA, the gift may be publicly recognized with the permission of the Donor. The Donor would like the gift recognized as follows:

B. Recognition Opportunity In consideration of the Gift, the UPHA will acknowledge the Gift by recognizing the Donor as follows:

_____ (the "Recognition").

C. Termination of Recognition In addition to any rights and remedies available by law, the UPHA may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Recognition:

1. In the event of any default in payment of the Gift as provided in the Agreement, or
2. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that a continued association with the Donor and the continuation of the Recognition provided herein would adversely impact the reputation, image, mission, or integrity of the Board or the UPHA.

Upon such termination of this Agreement and termination of the Recognition hereunder, the Executive Board, the Foundation, and/or the UPHA shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The Executive Board, however, may in its sole and absolute discretion, determine an alternative recognition for the portion of the Gift already received.

VI. MISCELLANEOUS

A. 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 Commonwealth of Kentucky. This Agreement may be amended by mutual consent of the Parties. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties related to the subject matter of this Agreement.

B. Governing Laws and Venue This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky

C. Board Approval This Agreement and the recognition provided herein are subject to approval by the UPHA Executive Board.

FOR DONOR:

DONOR SIGNATURE

DATE

Foundation Use Only:

Date & Initial

Agreement received by Executive Director: _____

Agreement received by Director of Fundraising: _____

Ex BOD approval: _____

Initial payment received: _____

Additional Payments received: _____
