



**UPHA Foundation | Gift Agreement re: Naming Rights**

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 support the building fund at the following level:

- Platinum Level (Conference room-*includes 2 stall doors*) - \$50,000
- Gold Level (Lobby) - \$35,000
- Silver Level (Stall door) - \$25,000 (5 Opportunities)
- Bronze Level (Bench) - \$10,000 (2 Opportunities)

**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

\$

\$

\$

\$

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

**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.

**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 NAMING**

**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:

Anonymous-A Friend of UPHA

In Memory of: \_\_\_\_\_

\_\_\_\_\_

*Donor Name*

In Honor of: \_\_\_\_\_

\_\_\_\_\_

*Donor Name*

Made possible by a generous gift from: \_\_\_\_\_

*Donor Name*

For Stall doors

\_\_\_\_\_

*Name of horse/pony*

\_\_\_\_\_

*Donor Name*

**B. Naming Opportunity.** In consideration of the Gift, the UPHA will acknowledge the Gift by naming [*Insert area or location to be named*] the \_\_\_\_\_ (the "Naming"). Before the Naming is erected, the Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, the Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the term of the Naming shall be governed by the building and space lease provisions and shall be subject to renewal with the approval of the Executive Board.

**C. Termination of Naming.** 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 Naming:

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 Naming 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 Naming 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.

**D. Modification of Naming.** If during the useful life of the facility, the facility is closed, deconstructed, destroyed, or severely damaged, significantly renovated, upgraded, or modified or replaced, the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Board and the UPHA, will have the right, for no additional payment, to have another available and equivalent facility amenity named after the Donor.

## 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 naming provided herein are subject to approval by the UPHA Executive Board.

### FOR DONOR:

\_\_\_\_\_  
DONOR SIGNATURE

\_\_\_\_\_  
DATE

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### 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: \_\_\_\_\_