

DONATION AGREEMENT

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This Donation Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DONOR FULL NAME OR ENTITY], [an individual residing at / a [STATE] [ENTITY TYPE] with its principal place of business at] [DONOR ADDRESS] (the "**Donor**"); and

[ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. nonprofit corporation] recognized as tax-exempt under [applicable tax-exemption status, e.g. Internal Revenue Code Section 501(c)(3)], with its principal place of business at [ORGANIZATION ADDRESS] (the "**Organization**").

The Donor and the Organization are each a "**Party**" and together the "**Parties**."

Recitals. The Donor wishes to make a charitable gift to the Organization to support its mission, and the Organization wishes to accept that gift, on the terms below. The Parties intend this gift to qualify as a charitable contribution to the extent allowed by applicable law, subject to the Donor obtaining independent tax advice. In consideration of the mutual promises below, the Parties agree as follows.

1. The Gift

1.1 Gift. The Donor agrees to give, and the Organization agrees to accept, the following (the "**Gift**"): [DESCRIBE — e.g. a cash gift of \$[AMOUNT]; the following property: [DESCRIBE PROPERTY]; or the following securities: [DESCRIBE]].

1.2 Form and delivery. The Donor will deliver the Gift [in a single payment / in installments per the schedule in Section 2 / by transfer of title to the property] on or before [DATE], by [METHOD, e.g. check, electronic transfer, delivery of certificate].

1.3 Irrevocability. The Gift, once delivered and accepted, is irrevocable, and the Donor retains no right to recover the Gift or its proceeds, except as expressly stated in this Agreement.

1.4 No goods or services in return. Except as stated in Section 6, the Organization will provide no goods or services to the Donor in exchange for the Gift, so that the Gift may qualify as a charitable contribution to the extent allowed by applicable law.

2. Payment Schedule (if applicable)

2.1 Installments. If the Gift is paid in installments, the Donor will pay [AMOUNT] on each of the following dates: [LIST DATES OR SCHEDULE].

2.2 Acceleration of voluntary installments. The installment schedule reflects the Donor's voluntary intention. Whether unpaid installments are legally enforceable depends on applicable law and the presence of consideration or detrimental reliance; the Parties should confirm enforceability with counsel.

2.3 **Method.** Each installment will be paid by **[METHOD]** to the Organization's designated account or address.

3. Use of the Gift

3.1 **Designated use.** The Donor designates the Gift for the following purpose (the "**Designated Purpose**"): **[DESCRIBE — e.g. unrestricted general support; the [PROGRAM NAME] program; the building fund; an endowment]**. If the Gift is unrestricted, the Organization may use it for any of its charitable purposes.

3.2 **Restricted gifts.** If the Gift is restricted to the Designated Purpose, the Organization will use it only for that purpose, subject to Section 3.3, and will account for it separately as restricted funds require.

3.3 **Variance and changed circumstances.** If, in the Organization's reasonable judgment, the Designated Purpose becomes unlawful, impracticable, impossible, or wasteful, the Organization may, after consulting the Donor where reasonably possible, apply the Gift to a purpose that most closely matches the Donor's intent, consistent with applicable law governing restricted charitable gifts.

3.4 **Investment.** The Organization may invest and manage the Gift in accordance with its investment policy and applicable law, including any law governing the management of institutional funds.

4. Donor Representations

4.1 **Authority and ownership.** The Donor represents that the Donor has full authority to make the Gift and owns the Gift free of liens, claims, or restrictions, except as disclosed in writing to the Organization.

4.2 **Source of funds.** The Donor represents that the Gift comes from lawful sources and does not derive from unlawful activity.

4.3 **No reliance on tax advice from the Organization.** The Donor acknowledges that the Organization has not provided tax, legal, or financial advice, and that the Donor is responsible for obtaining independent advice on the deductibility and tax treatment of the Gift.

5. Organization Obligations

5.1 **Acceptance and acknowledgment.** The Organization accepts the Gift and will provide the Donor a written acknowledgment that meets the substantiation requirements of applicable tax law, including a statement of whether any goods or services were provided in return.

5.2 **Stewardship.** The Organization will use, account for, and steward the Gift in accordance with this Agreement, its policies, and applicable law, and will keep records sufficient to demonstrate proper use.

5.3 **Reporting.** On the Donor's reasonable request, and not more often than **[FREQUENCY, e.g. annually]**, the Organization will provide a summary of how a restricted Gift has been used.

6. Recognition and Naming

6.1 **Recognition.** The Organization **[may / may not]** recognize the Donor's Gift publicly, including in donor listings, reports, or signage, as the Parties agree. The Donor **[wishes to remain anonymous / consents to public recognition]**.

6.2 **Naming.** Any naming of a program, fund, space, or asset for the Donor is subject to a separate writing and the Organization's naming policy, and may be discontinued if continued use would harm the Organization's reputation or violate law or policy.

6.3 **Value of benefits.** If the Organization provides the Donor any goods or services of more than insubstantial value in connection with the Gift, the Organization will disclose their fair value, which reduces the deductible portion of the Gift as applicable law requires.

7. **Gifts of Property or Securities (if applicable)**

- 7.1 **Title.** For a Gift of property or securities, the Donor will transfer good title and execute any documents reasonably required to complete the transfer.
- 7.2 **Valuation and appraisal.** The Donor is responsible for obtaining any qualified appraisal required by applicable tax law to substantiate a deduction for non-cash property. The Organization is not responsible for valuing the Gift.
- 7.3 **Disposition.** Unless restricted, the Organization may hold, sell, or otherwise dispose of donated property in its discretion, and will file any informational returns applicable law requires on a sale within the applicable period.

8. **General Provisions**

- 8.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].
- 8.2 **No partnership.** Nothing in this Agreement creates a partnership, joint venture, or agency between the Parties.
- 8.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.
- 8.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except that the Organization may assign to a successor that continues its charitable mission.
- 8.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.
- 8.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.
- 8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE DONOR	THE ORGANIZATION
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE]
Date: _____	Date: _____
_____	_____

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