

BISMARCK RECREATION COUNCIL ENDOWMENT FUND

I support the Bismarck Recreation Council and want to contribute to the Endowment Fund.

Legal Name of Donor (s): _____

Address of Donor: _____

Email Address of Donor: _____ Phone Number of Donor: _____

Legal Name and address of Receiver: Bismarck Recreation Council, 400 E. Front Avenue, Bismarck, ND 58504

This Donation Agreement, made between Donor, as listed above, and Receiver, also listed above, is effective as of

_____ (Effective Date)

The parties may be referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Receiver is the following type of charitable entity, organized under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended: A North Dakota Non-profit

WHEREAS, Donor would like to make a charitable donation to Receiver, as under the laws of the United States and the applicable portions of the Internal Revenue Code of 1986, as amended;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Article 1 - DONATION INFORMATION:

Donor is pledging a donation in the form of:

_____ (Monetary Funds, Stocks, Life Insurance, etc.)

This donation is being given in support of the following: Recreational programs and facilities owned, managed, or operated by the Bismarck Parks and Recreation District

The donation given is the following (the "Donation"):

\$ _____

Article 2 - LOGISTICAL INFORMATION:

The Donation will be made on and in conjunction with the Effective Date of this Donation Agreement.

Donor hereby warrants that the Donation is free of any and all encumbrances and that Donor has full legal rights to donate the Donation.

Official proof of this transaction has been attached to this contract in the form of the following:

_____ (Check, Stock or Policy Number, etc.)

Article 3 - PURPOSES OF DONATION:

The Donation is being made for the following specific purpose and no other use of the Donation shall be permitted: Bismarck Recreation Council's Endowment Fund

The Donation may be used for any charitable, educational, or scientific purpose as permitted to an organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Article 4 - NO REVOCATION:

Donor may not revoke the Donation. All covenants and promises made within this Donation Agreement are final.

Article 5 - EXPENSES:

Any and all expenses associated with the execution of this Donation Agreement, such as but not limited to, expenses incurred during the transfer of the Donation, are the sole and exclusive responsibility of Donor.

Article 6 - NO SERVICES:

Donor and Receiver agree that no services, sale, promotion, or anything of a similar nature is

indicated or entered into by this Donation. Donor and Receiver agree that the Donation has been given without any further agreement of services or retribution to the Donor and is given freely and willfully by the Donor and received by the Receiver.

ARTICLE 7 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of North Dakota and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of North Dakota. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

F) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

G) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

H) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

Please make checks payable to Bismarck Recreation Council – Endowment Fund and mail to: Bismarck Parks and Recreation District, 400 E. Front Avenue, Bismarck, ND 58504

Donor's Name (s)

Donor's Signature (s)

Bismarck Recreation Council Endowment Fund

Receiver's Name

Receiver's Representative Name

Receiver's Representative Signature