



Re: Pledge

Dear Sponsor:

The Gay Men's Chorus of South Florida Client ("Client") is grateful to confirm your ("Donor") pledge to make a gift to Client. Your contribution will aid in our mission to build a better future for all people. This letter agreement ("Agreement") sets out the basis for your pledge.

1. **GIFT BY DONOR** – Donor pledges to give Client money or property valued at \$_____. ("Gift"). Donors may make payment in the form of cash, marketable securities, or other property acceptable to the Client.
2. **TIMING** – Donor will make payment [in a lump sum by _____.] OR [in _____ equal [annual] installments, with the first payment to be made on or before _____ and the last payment to be made on or before _____.
3. **USE** – Client will use the Gift, and any income earned on the Gift funds to support _____. For clarity, if a portion of the Gift remains unspent or unallocated upon completion of the applicable program or purpose, or in the unlikely case that Client otherwise determines in good faith that it is no longer possible for the Gift to serve its original purpose, then Client may use the remaining funds for unrestricted general support.
4. **ADDITIONAL GIFTS** – Donor reserves the right to increase Donor's contribution through additional gifts and will permit others to contribute to any fund established by this Agreement, but all such gifts will be subject to the terms and conditions of this Agreement.
5. **DONOR RECOGNITION** – Client may publicly acknowledge the Gift in accordance with Client's customary donor recognition practices unless Donor otherwise instructs Client.
6. **LEGAL EFFECT** – This pledge is intended to be legally binding on Donor. Donor understands that Client is relying on and may continue to rely on the Donor's pledge in a variety of ways. Such reliance may include, without limitation, Client's decisions regarding programming, capital expenditure, fundraising, and financing matters.
7. **FURTHER ASSURANCES** – Donor and Client will sign those other documents and take those other actions as the other may request in order to effect the transactions contemplated by this Agreement.
8. **TAX MATTERS** – Client will provide Donor with documents Client is required to provide Donor under the Internal Revenue Code with respect to receipt of the Gift. To confirm, Client is a charitable organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Its federal tax

identification number is 27- 3533074.

- 9. **GENERAL PROVISIONS** – This Agreement represents the final and exclusive agreement between Donor and Client regarding its subject matter. It may be amended only as stated in and by a writing signed by both signed by Donor and Client which refers specifically to this Agreement and says that it is an amendment to this Agreement. This Agreement will be governed by Florida law. It may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

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We ask that you review this agreement carefully. If it correctly and completely describes our agreement, please confirm by signing where indicated below and returning the signed document to us.

We are deeply grateful to you for your generosity. Thank you.

Very truly yours,

GAY MEN'S CHORUS OF SOUTH FLORIDA, INC.

By:

Authorized Signature

Edward Otto Zielke, Director of Marketing & Sponsorship

Printed Name and Title

Confirmed, accepted, and agreed as of _____, 20__:

[NAME OF DONOR]

By:

Authorized Signature

Printed Name and Title