

CHARITABLE DONATION AGREEMENT

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Section 4. Beneficiaries of Charitable Programs.

Subject to Section 3, Brenda's Hands of Hope shall select the actual recipients or beneficiaries of the Donations in its discretion, consistently with the Agreed Purpose, applicable law, and its governing documents. A donor shall not direct a gift to a particular individual unless the organization has expressly accepted that term in writing after review.

Section 5. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery:

To Brenda's Hands of Hope:

Either party may change its address for purposes of this Section 5 by giving the other party written notice of the new address in the manner set forth above.

Section 6. Miscellaneous.

6.1. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

6.2. Brenda's Hands of Hope may review and audit the Donor's financial books on request with 5 (five) days written notice.

6.3. This Agreement shall las pon the expiration of this Agreement Brenda's Hands of Hope and Donor shall have an option to renew the contract upon written request and acceptance by the other party in writing.

☐ 6.4. [OPTIONAL - if you are willing to allow the other party to use your information for promotional purposes] Either party may use the other's name for promotional purposes but must first notify the other party and submit the promotional information to the other party. The party must then either approve or deny the promotional material within 5 (five) business days. If a party does not approve or deny the material within 5 (five) business days without first requesting a reasonable extension of time, then the promotional material will be deemed approved.

6.5. Neither Donor nor the employees or contractors of Donor will be considered employees or agents of Brenda's Hands of Hope. Neither party will be responsible for the other's acts or the acts of the other's employees while performing Services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, business, partnership or principal-agent relationship between the

parties, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

- 6.6. Donor acknowledges that a violation of this agreement would cause irreparable harm to Brenda's Hands of Hope for which no adequate remedy at law exists and Donor therefore agrees that, in addition to any other remedies available, Brenda's Hands of Hope will be entitled to injunctive relief to enforce the terms of this agreement in the event of a breach of this Agreement. In the event a dispute arises under this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to all other remedies available to the prevailing party under this agreement, at law or otherwise.
- 6.7. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
- 6.8. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.
- 6.9. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
- 6.10. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.
- 6.11. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
- 6.12. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.
- 6.13. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6.14. This Agreement shall be governed by the laws of the State of without regard to provisions regarding conflicts of law.

6.15. The parties intend that the contributions contemplated by this Agreement support the Agreed Purpose. Any representation that a contribution is deductible for federal income tax purposes must be based on Brenda's Hands of Hope's verified eligibility and applicable law at the time of the contribution. The organization makes no representation in this Agreement that a particular donor is entitled to a deduction.

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

BRENDA'S HANDS OF HOPE,

nonprofit corporation

By:

Name:

Title:

By:

Name:

Title:

Completion note: Confirm incorporation state, legal name, donor identity, gift terms, tax classification, permissible use of gifts, and governing law. The original provisions on audit access (6.2), implied promotional approval (6.4), and fee shifting (6.6) remain in this adaptation for review with counsel before signing.