

**[List name of Donor] GIFT AGREEMENT**  
**The Classical Academy**

This Gift Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ by and among \_\_\_\_\_ (hereinafter referred to as “the Donor”), and The Classical Academy (hereinafter referred to as TCA).

The Donor and TCA agree as follows:

1. **Donor Commitment.** The Donor hereby pledges to TCA the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which as provided for herein is designated for the benefit of \_\_\_\_\_ *[specify TCA, or if intended by the donor, designate a specific TCA project or program]*.
  
2. **Purpose.** It is understood and agreed that the gift will be used for the following purpose or purposes: *[Description of the use or eventual use of the gift/pledge, the use of the income from the fund, and any additional or stipulated purposes for the gift. Gifts including proposed namings would specify names in this section (noting also that permanent building or space namings are subject to Board of Directors approval)]*.
  
3. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to TCA over a period of \_\_\_\_\_ years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of \$ \_\_\_\_\_ and will continue annually thereafter on the anniversary of the Effective Date according to the following schedule:

| <u>Amount of payment by Donor</u> | <u>Due Date</u> |
|-----------------------------------|-----------------|
| \$ _____                          | _____, 20__     |
| \$ _____                          | _____, 20__     |
| \$ _____                          | _____, 20__     |
| \$ _____                          | _____, 20__     |
| \$ _____                          | _____, 20__     |

The Donor may accelerate the payment of any or all of this pledge at any time in the Donor’s discretion so long as the cumulative total of all gift payments meets the foregoing schedule. The Donor shall pay payments to TCA via check, electronic funds transfer, stocks or other securities, or other methods acceptable to the Donor and the Board.

4. **Naming/Approvals.** The proposed naming physical structure or part thereof must be mutually acceptable to the Donor and TCA. Any naming is and shall be subject to the Naming Policies and Procedures of TCA.

5. Intent. It is the agreement of the parties and the intention and wish of the Donor that this gift and any unpaid promised 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 representatives, and their successors and assigns. The Donor acknowledges that TCA is relying, and shall continue to rely, on the Donor's gift being fully satisfied as set forth herein. *[Additional verbiage pertinent to individual gifts should be added in the case of donor defaulting on commitment.]*
6. Recognition by The Classical Academy. To honor the Donor, and to express the appreciation of TCA, publicity in the form of news announcements, both internal and external, will be made with the permission of the Donor. *[Additional information as appropriate, including specification regarding the donor's name and how the donor should be recognized in publicity.]*
7. Amendment. By mutual consent of TCA and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
8. 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 State of Colorado. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.
9. Signage and Appearance of Name. The signage bearing the *[New Facility Name]* shall appear only *[location on building]*. While TCA shall consult with the Donors regarding the placement and design of the naming signage, TCA in its sole discretion shall make the final determinations of placement and design of the signage. In instances of event advertising, where it is not practical to use the entire name, the shortened version of *[shortened name]* may be used.
10. Donor Conduct. If at any time following the approval of the naming, circumstances change substantially so that the continued use of the name may compromise the public trust, conflict with TCA's Mission, Vision, or Core Values, or cause embarrassment to TCA in any way, TCA may consult or seek advice from counsel regarding future action and potential name removal.
11. Permanence of Naming. The naming of Physical Space (campuses, buildings, and portions thereof) is intended to be in place for the life of the specific Physical Space. If, in the determination of the TCA Board, circumstances change so that the purpose for which the Physical Space was established is significantly altered

or if the Physical Space is no longer needed or habitable, the TCA Board, in consultation with administrative leadership and the donors, if possible, will determine an appropriate way to recognize the donor’s naming gift in perpetuity.

In witness whereof, the parties to this Agreement have affixed their signatures:

|                 |                           |       |
|-----------------|---------------------------|-------|
| _____           | _____                     | _____ |
| [DONOR name]    | DONOR Signature           | Date  |
| _____           | _____                     | _____ |
| TCA President   | TCA President Signature   | Date  |
| _____           | _____                     | _____ |
| TCA Board Chair | TCA Board Chair Signature | Date  |