

ABC Museum
Gift Agreement Template

This Gift Agreement dated the _____ day of _____, 20__.

Between:

[Insert full name of the donor]

(the “Donor”)

and

ABC Museum

(“ABC Museum”)

[Insert subject of gift i.e. for the naming rights to.../to establish the... - complete as appropriate]

1. Intent

The Donor wishes to (*support/establish/recognize – describe intent/purpose of the gift*) by providing a gift of [*insert gift amount written in words*] [*insert amount in figures*] to ABC Museum [*insert how, when, in what amounts, over what time period etc. the gift will be paid*] (the “Gift”). In recognition of the Gift, the ABC Museum will [*insert subject of gift*].

2. Reminders and Reporting

ABC Museum will send a Gift payment reminder to the Donor one (1) month before each remittance date (if applicable). Payments are to be made to the ABC Museum, P.O. Box 133, 123 Main St., Winnipeg, MB R3L 3B4. Attention: Executive Director.

ABC Museum will report annually to the Donor on the activities supported by the Gift.

3. Recognition

Subject to the Donor meeting [*his/her/its – choose one*] continuing obligations under this Agreement and in recognition of the Gift, ABC Museum shall [*insert form of recognition*]. [*If applicable, insert whether there will be a formal announcement of the gift*]. The Donor authorizes ABC Museum to publicly report or publicize the gift .

[If the gift is for the naming of a building or part of a building] The size, appearance, content and placement of the signage shall be determined by ABC Museum in collaboration with the Donor. *[if applicable, insert who and how signage will be paid for; whether naming will be time-limited or for the life of the structure.]*

4. Change of Circumstances

It is the intention of ABC Museum to respect the Donor's intent. If, however, circumstances change so that the entire amount of the Gift is not received by ABC Museum, the ABC Museum may, at its option, remove the Donor's name from the *[insert description of where Donor's name will be removed]*, or any part therein or thereon where the Donor's name appears, and/or reduce the name or form of recognition set out herein and/or offer the Donor an alternate naming opportunity and benefits commensurate with the Donor's level of giving.

In the event that a space-use change or renovation affects the naming and form of recognition contemplated in this Agreement, the ABC Museum will inform the Donor if possible, and the ABC Museum and the Donor will consult as to options available at that time.

5. Miscellaneous

The Agreement is between the Donor and the ABC Museum, and cannot be assigned by the Donor without prior written consent of the ABC Museum.

This Agreement may be amended by mutual consent, in writing, of ABC Museum and the Donor.

The laws of Manitoba and Canada and the policies of ABC Museum apply to the Gift and to this Agreement.

6. Relationship of the Parties

[Insert the following if the Donor is an business] The parties agree that the Donor shall retain its autonomy in making business decisions. However, the Donor understands that the reputation of the ABC Museum cannot be associated with any immoral or unethical activities, or activities which display a lack of integrity.

[Insert the following if the Donor is an individual] The Donor understands that the reputation of ABC Museum cannot be associated with any immoral or unethical activities, or activities which display a lack of integrity.

ABC Museum sincerely appreciates and acknowledges the commitment of [insert name of Donor] to ABC Museum.

[Insert the following signature area if the donor is a business or organization]

[INSERT FULL NAME OF THE DONOR]

Witness

Per: _____

Title: _____

Witness

Per: _____

Title: _____

[Insert the following signature area if the Donor is an individual]

Witness

[INSERT FULL NAME OF THE DONOR]

ABC MUSEUM

Witness

Per: _____
Executive Director