



**Donation Commitment Agreement
City of Loyal - Splash Pad Project**

This Donation Commitment Agreement (“Agreement”) is made and entered into on ___ / ___ / 20___ (“Effective Date”) by and between _____ (“Donor”) and the Clark County Community Foundation Inc. (“Foundation”) and sets forth the terms and conditions related to the Donor’s contribution(s) to the Foundation’s *City of Loyal Splash Pad Project Fund* (“Fund”).

- 1. The Foundation created this restricted fiscal sponsorship Fund to accept charitable donations (cash and /or eligible in-kind donations) for the benefit of the City of Loyal, WI (“the City”) and their approved *City of Loyal Splash Pad Project* (“Project”). The terms and conditions of all money and property accepted or deposited into the Fund are subject to the *Fiscal Sponsorship Agreement* that was entered into and executed by the Foundation and the City on June 16, 2020. Consistent with the charitable uses and purposes of the Foundation, distributions from this Fund will be made to the City, specifically in support of the Project.

The parties hereby agree as follows:

- 2. Donor generously agrees to donate a total of \$ _____ to the Foundation in the following manner, with all amounts designated to the restricted fiscal sponsorship of the *City of Loyal Splash Pad Project Fund*:

Pledge amounts can be paid by the stated date(s) in One (1), Two (2) OR Three (3) Payments as indicated below:

<u>By: 12-31-2020</u>	<u>By: 12-31-2021</u>	<u>By: 6-30-2022</u>	<u>Total Pledge Amount</u>
\$ _____	\$ _____	\$ _____	\$ _____

- 3. Donor agrees to make all cash donations payable to the Foundation subject to any agreements between the Foundation and the City of Loyal, WI.
- 4. Any donations from Donor shall not obligate or otherwise influence the Foundation, the City of Loyal, WI or any other parties to purchase, use, recommend, or arrange for any use of any Donor’s products or services.



5. Foundation is a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 (the "Code") and operates according to its Articles of Incorporation and Bylaws in furtherance of its tax-exempt purpose and mission.
6. Donor understands and agrees that the Foundation reserves the right to disclose information regarding any donation, including, but not limited to, the identity of the donor and amount of any donation. If Donor intends to make an anonymous donation, this information must be provided to the Foundation in writing.
7. This Agreement may be terminated upon written notice provided to the other party.
8. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.
9. The benefits and obligations under this Agreement inure to the benefit of the Donor and the Foundation, subject to the *Fiscal Sponsorship Agreement* between the Foundation and the City of Loyal, WI.

IN WITNESS WHEREOF, the parties hereto understand and agree to the provisions within this Agreement and the undersigned hereby represents the full authority to bind the entity on behalf of whom the signature is provided.

DONOR

Clark County Community Foundation Inc.

Signature _____

Signature _____

Name (written or typed) _____

Name (written or typed) _____

Date _____

Date _____