

Please print out form, complete fields, return signed copy to tnv@hellorhighwater.ca

HOHW Gift Agreement

Between the Hell or High Water Fundraiser and [Donor's Name] _____.

This Gift Agreement ("Agreement") is made **this** ____ **day of** _____ ;

between [Donor's Name] _____ and their assignee (hereinafter referred to as "the Donor"), and the Hell or Highwater Fundraiser (hereinafter referred to as "the HOHW Fund").

The Donor and the HOHW Fund agree as follows:

Donor Commitment. The Donor hereby pledges to the HOHW Fund the sum of [insert amount] \$ _____ or more.

Donor Purpose. It is understood and agreed that the gift will be used for the following purpose or purposes: The Donor gift will be dispersed to the affected families and communities of the 2021 BC fires and floods through the efforts of the participating nonprofit organizations located in Merritt, Princeton, Lytton and Abbotsford, BC, Canada.

Payment. It is further understood and agreed that the gift will be paid in full on or before [insert date] _____.

Pledge payments will be made as follows:

Date	Amount
_____	_____
_____	_____
_____	_____
_____	_____

Mailing Address: Hell or High Water Fundraiser, PO Box 2353, Merritt, British Columbia, Canada, V1K 1B8

The spending policy for the endowment will be the policy set forth and approved by the Rotary Club of Merritt. At the conclusion of the event the Rotary Club of Merritt will disperse funds for distribution to the participating non profits serving their respective region.

Endowment. The gift specified above shall be used for the purpose of fire and flood relief as a direct result of the 2021 BC forest fires and floods. The assets of the HOHW Fund may be merged or pooled with other assets of the fundraiser and managed and invested in accordance with the HOHW Fund policy and procedures. Distributions in support of the above gift purpose and reasonable fees associated with securing, raising, investing, and administering such funds shall be charged to the said Fund administered in accordance with the policies and procedures of the HOHW Fund then in effect.

Intent. The Donor acknowledges that the HOHW Fund has substantially relied, and shall continue to rely, on the Donor's gift being fully satisfied as set forth herein.

Recognition by the HOHW Fund. To honor the Donor, and to express the appreciation of the HOHW Fund, publicity in the form of website, social media, and selected media, both internal and external, will be made available with the permission of the Donor.

Additional Gifts. The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.

Future Changed Circumstances: If, in the opinion of the HOHW Grant Committee, all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the HOHW Grant Committee will most nearly accomplish the Donor's wishes.

Amendment: By mutual consent of HOHW Grant Committee 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.

Morality Clause. If at any time the donor or his or her name may compromise the public trust or the reputation of the HOHW Fund, including acts of moral turpitude, the institution with the approval of the HOHW Grant Committee has the right to remove the name or return the gift.

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 British Columbia Canada. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

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

Donor's Signature

HOHW Grant Committee Signature

Print Donars Name

Print Committee Member Name

Donar Witness Signature

Committee Member Witness Signature